

<i>SERFF Tracking Number:</i>	<i>REGU-125198654</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Axis Reinsurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-024989</i>
<i>Company Tracking Number:</i>	<i>ARC-AR-PLF-07</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Axis Re Professional Liability Forms Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Axis Reinsurance Company

Product Name: Axis Re Professional Liability SERFF Tr Num: REGU-125198654 State: Arkansas

Forms Filing

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: AR-PC-07-024989

Made/Occurrence

Sub-TOI: 17.0000 Other Liability Sub-TOI

Co Tr Num: ARC-AR-PLF-07

State Status:

Combinations

Filing Type: Form

Co Status:

Reviewer(s): Michelle Fahey, Betty
Montesi, Edith Roberts

Author: Jeremy Battles

Disposition Date: 11/21/2007

Date Submitted: 06/07/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/21/2007

State Status Changed: 06/07/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

AXIS Reinsurance Company is submitting independent endorsements for use with various Professional Liability policies.

These endorsements are designed to be used with the policy forms previously filed by the company for various professional liability programs, as noted on the included explanatory memorandum. Also attached is a forms index which describes each filed endorsement and indicates the policy form(s) to which the endorsement is applicable.

There is no overall rating impact anticipated from the use of these endorsements. As necessary, the pricing of individual accounts (to reflect endorsement usage) will be adjusted via appropriate selection of applicable pricing factors contained

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<i>Company Tracking Number:</i>	<i>ARC-AR-PLF-07</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Axis Re Professional Liability Forms Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		

in the previously submitted rating plans for these programs.

The following items are enclosed for your review:

1. State Required Filing Forms
2. Explanatory Memorandum and Forms Index
3. Independent Forms

A check in the amount of \$50.00 was mailed to cover the required filing fee.

We ask that this filing become effective for all policies effective upon approval.

Company and Contact

Filing Contact Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Jeremy Battles, Senior Analyst	jeremybattles@ircllc.com
50 Broad Street	(212) 571-3989 [Phone]
New York, NY 10004	() -[FAX]

Filing Company Information

Axis Reinsurance Company	CoCode: 20370	State of Domicile: New York
430 Park Avenue	Group Code: 3416	Company Type:
15th Floor		
New York, NY 10022	Group Name:	State ID Number:
(212) 715-3500 ext. [Phone]	FEIN Number: 51-0434766	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	Forms Filing
Per Company:	No

SERFF Tracking Number: *REGU-125198654* *State:* *Arkansas*
Filing Company: *Axis Reinsurance Company* *State Tracking Number:* *AR-PC-07-024989*
Company Tracking Number: *ARC-AR-PLF-07*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0000 Other Liability Sub-TOI Combinations*
Product Name: *Axis Re Professional Liability Forms Filing*
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CHECK NUMBER	CHECK AMOUNT	CHECK DATE
9001	\$50.00	06/07/2007

SERFF Tracking Number: REGU-125198654 State: Arkansas

Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989

Company Tracking Number: ARC-AR-PLF-07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Axis Re Professional Liability Forms Filing

Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/21/2007	11/21/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	07/16/2007	07/16/2007	Jeremy Battles	08/02/2007	08/02/2007
Pending Industry Response	Edith Roberts	07/16/2007	07/16/2007	Jeremy Battles	11/09/2007	11/09/2007

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Status Update?	Note To Reviewer	Jeremy Battles	08/31/2007	08/31/2007

SERFF Tracking Number: *REGU-125198654* *State:* *Arkansas*
Filing Company: *Axis Reinsurance Company* *State Tracking Number:* *AR-PC-07-024989*
Company Tracking Number: *ARC-AR-PLF-07*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0000 Other Liability Sub-TOI Combinations*
Product Name: *Axis Re Professional Liability Forms Filing*
Project Name/Number: */*

Disposition

Disposition Date: 11/21/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125198654 State: Arkansas
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Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter, Authorization	Approved	Yes
Supporting Document	Explanatory Memo, Forms Index	Approved	Yes
Supporting Document	Approved Form PV 0542	Approved	Yes
Form	Public Offering Exclusion	Approved	Yes
Form	Non-Cancelable Endorsement	Approved	Yes
Form	Non-Entity Employment Practices Liability Endorsement	Approved	Yes
Form	Professional Services Exclusion	Approved	Yes
Form	Selling Shareholder Endorsement	Approved	Yes
Form	Selling Shareholder Coverage Endorsement	Approved	Yes
Form	Selling Shareholder Coverage Endorsement	Approved	Yes
Form	Controlling Shareholder Coverage Endorsement	Approved	Yes
Form	Controlling Shareholder Coverage Endorsement	Approved	Yes
Form	Offering Endorsement	Approved	Yes
Form	Offering Endorsement	Approved	Yes
Form	Run-Off Endorsement	Approved	Yes
Form	Joint Venture Endorsement	Approved	Yes
Form	Run-Off Endorsement	Approved	Yes
Form	Pending and Prior Claims Exclusion (For Increased Limits)	Approved	Yes
Form	Modified Regulatory Exclusion	Approved	Yes
Form	Amend Bodily Injury/Property Damage Exclusion Endorsement	Approved	Yes
Form	Continuity Endorsement	Approved	Yes
Form	Limited Partnership Endorsement	Approved	Yes
Form	Amend Definition of Subsidiary Endorsement	Approved	Yes
Form	Amend Item 6. of the Declarations	Approved	Yes

SERFF Tracking Number: REGU-125198654 State: Arkansas
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Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Endorsement

Form	Amend ERISA Exclusion Endorsement	Approved	Yes
Form	Professional Services Exclusion Endorsement	Approved	Yes
Form	Acquisition Endorsement	Approved	Yes
Form	Amend Definition of Insured Individual(s) Endorsement	Approved	Yes
Form	Underwriter and IPO Laddering Exclusion	Approved	Yes
Form	Joint Venture Extension	Approved	Yes
Form	Non Stacking of Limits Endorsement	Approved	Yes
Form	Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limits)	Approved	Yes
Form	Antitrust Sublimit Endorsement	Approved	Yes
Form	Notice of Claim Endorsement	Approved	Yes
Form	Representations and Severability with Respect to Application (Amended)	Approved	Yes
Form	Amend Exclusion Endorsement	Approved	Yes
Form	Delete Failure to Maintain Insurance Exclusion Endorsement	Approved	Yes
Form (revised)	Amend Extended Reporting Period Endorsement	Approved	Yes
Form	Amend Extended Reporting Period Endorsement	Approved	Yes
Form	Amend Acquisition Threshold Endorsement	Approved	Yes
Form	Amend Exclusion A.5. Endorsement	Approved	Yes
Form	Run-Off Endorsement	Approved	Yes
Form	Defense Endorsement	Approved	Yes
Form	Discriminatory Practices Exclusion	Approved	Yes
Form	Continuity Endorsement	Approved	Yes
Form	Sublimit of Liability for Third Party Claims Endorsement	Approved	Yes
Form	Run-Off Endorsement	Approved	Yes
Form	Run-Off Endorsement	Approved	Yes

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Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Form	Separate Retention for Third Party Claims	Approved	Yes
	Endorsement		
Form	Amend Exclusions Endorsement	Approved	Yes
Form	Amend Exclusion Endorsement	Approved	Yes
Form (revised)	Amend Extended Reporting Period	Approved	Yes
	Endorsement		
Form	Amend Extended Reporting Period	Approved	Yes
	Endorsement		
Form	Amend Bodily Injury/Property Damage	Approved	Yes
	Exclusion Endorsement		
Form	Amend Exclusion Endorsement	Approved	Yes
Form	Amend Definition of Application	Approved	Yes
	Endorsement		
Form	Notice of Claim Endorsement	Approved	Yes
Form	Amended Exclusion Endorsement	Approved	Yes
Form	Amend Acquisition Threshold	Approved	Yes
	Endorsement		
Form	Pre-Approved Counsel Endorsement	Approved	Yes
Form	Bordereau Reporting of Claims	Approved	Yes
	Endorsement		
Form	Amend Defense and Settlement	Approved	Yes
	Endorsement		
Form	Pending and Prior Claims Exclusion	Approved	Yes
	Endorsement		
Form	Amend Contractual Exclusion	Approved	Yes
Form	Entity Coverage Exclusion	Approved	Yes
Form	Continuity Endorsement	Approved	Yes
Form	Pending and Prior Claims Exclusion (For	Approved	Yes
	Increased Limits)		
Form	Run-Off Endorsement	Approved	Yes
Form	Amend Acquisition Provisions	Approved	Yes
	Endorsement		
Form	HIPAA Endorsement	Approved	Yes
Form	Notice of Claim Endorsement	Approved	Yes
Form	Amend Exclusion Endorsement	Approved	Yes

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Form	Representations and Severability With Respect to Application (Amended) Endorsement	Approved	Yes
Form	Separate Retention for Securities Claims Endorsement	Approved	Yes
Form	No Retention for Non-Indemnifiable Claims Endorsement	Approved	Yes
Form	Order of Payments Endorsement	Approved	Yes
Form	ESOP Retention Endorsement	Approved	Yes
Form (revised)	Amend Extended Reporting Period Endorsement	Approved	Yes
Form	Amend Extended Reporting Period Endorsement	Approved	Yes
Form	Amend Settlement Clause Endorsement	Approved	Yes
Form	Territory Endorsement	Approved	Yes
Form	Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limit)	Approved	Yes
Form	Amend Definition of Plan Endorsement	Approved	Yes
Form	Retroactive Date Endorsement	Approved	Yes
Form	Amend Optional Extended Reporting Period Endorsement	Approved	Yes
Form	Continuity Endorsement	Approved	Yes
Form	Retention Endorsement	Approved	Yes
Form	Abuse Exclusion	Approved	Yes
Form	Pending and Prior Claims Date for Wrongful Employment Claims Endorsement	Approved	Yes
Form	Pending and Prior Claims Date for Wrongful Personal and Publisher's Acts Claims Endorsement	Approved	Yes
Form	Employment Practices Exclusion	Approved	Yes
Form	Third Party Claims Exclusion	Approved	Yes
Form	Wrongful Personal and Publisher's Acts Exclusion	Approved	Yes
	Antitrust – Unfair Trade Practices		

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Company Tracking Number: ARC-AR-PLF-07
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Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Form	Exclusion	Approved	Yes
Form	Broadcasting, Advertising, Publishing Exclusion Endorsement	Approved	Yes
Form	Outside Directorship Coverage	Approved	Yes
Form	Entity Wrongful Personal and Publisher's Acts Exclusion	Approved	Yes
Form	Retention Endorsement	Approved	Yes
Form	Sublimit of Liability For Third Party Claims Endorsement	Approved	Yes
Form	Counseling Exclusion Endorsement	Approved	Yes
Form	Amend Bodily Injury/Property Damage Exclusion Endorsement	Approved	Yes
Form	Sponsor/Developer Exclusion	Approved	Yes
Form	Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limits)	Approved	Yes
Form	Outside Directorship Coverage Endorsement	Approved	Yes
Form	Corporate General Partner Coverage Endorsement	Approved	Yes
Form	Run-Off Endorsement	Approved	Yes
Form	Run-Off Endorsement	Approved	Yes
Form	Discriminatory Practices Exclusion	Approved	Yes
Form	Entity Antitrust Exclusion	Approved	Yes
Form	Modified Regulatory Exclusion	Approved	Yes
Form	IRA / Keogh Endorsement	Approved	Yes
Form	IRA / Keogh Endorsement	Approved	Yes
Form	Sublimit of Liability For Third Party Claims Endorsement	Approved	Yes
Form	Continuity Endorsement	Approved	Yes
Form	Amend Bodily Injury / Property Damage Exclusion Endorsement	Approved	Yes
Form	Sublimit of Liability for Employment Practices Claims Endorsement	Approved	Yes
Form	Separate Retention for Third Party Claims	Approved	Yes

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Endorsement

Form	Sublimit of Liability and Subretention for Third Party Claims Endorsement	Approved	Yes
Form	FDA Exclusion	Approved	Yes
Form	Limited Partnership Endorsement	Approved	Yes
Form	Pre-Approved Counsel Endorsement	Approved	Yes
Form	Sublimit of Liability for Fiduciary Liability Endorsement	Approved	Yes
Form	Franchise Exclusion	Approved	Yes
Form	Add Insuring Agreement (C) Midterm Endorsement	Approved	Yes
Form	Separate Limit Endorsement	Approved	Yes
Form	Employment Practices Exclusion	Approved	Yes
Form	Amend Exclusion Endorsement	Approved	Yes
Form	HIPAA Endorsement	Approved	Yes
Form	Amend Settlement Clause Endorsement	Approved	Yes
Form	Amend Pollution Exclusion Endorsement	Approved	Yes
Form	Priority of Payments Endorsement	Approved	Yes
Form	Amend Acquisition Threshold Endorsement	Approved	Yes
Form	Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limits)	Approved	Yes
Form	Amend Exclusions Endorsement	Approved	Yes
Form	Professional Errors and Omissions Exclusion (Modified)	Approved	Yes
Form	Insured vs. Insured Exclusion (Amended)	Approved	Yes
Form	Representations and Severability With Respect to Application (Amended)	Approved	Yes
Form	Non-Rescission Endorsement	Approved	Yes
Form	Retention for Antitrust Claims Endorsement	Approved	Yes
Form	ESOP Retention Endorsement	Approved	Yes
Form	Retention For Regulatory Claims Endorsement	Approved	Yes

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Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Form	Policy Correction Endorsement	Approved	Yes
Form	Errors and Omissions Exclusion	Approved	Yes
Form	Policy Period Extension Endorsement	Approved	Yes
Form	Payments Endorsement	Approved	Yes
Form	Pending and Prior Claims Exclusion (For Increased Limits)	Approved	Yes
Form	Insured Payment Endorsement	Approved	Yes
Form	Follow Underlying Endorsement	Approved	Yes
Form	Prior Notice Exclusion	Approved	Yes
Form	Knowledge Exclusion	Approved	Yes
Form	Amend Definition of "Policyholder" Endorsement	Approved	Yes
Form	Entity Sub-Limit of Liability Endorsement	Approved	Yes
Form	Pending and Prior Claims Exclusion – Entity (For Increased Limits)	Approved	Yes
Form	Professional Errors and Omissions Exclusion	Approved	Yes
Form	Entity Retention Endorsement	Approved	Yes
Form	Specific Litigation Exclusion	Approved	Yes
Form	Tie In Limits Endorsement	Approved	Yes
Form	Family Claims Exclusion	Approved	Yes
Form	Amend Definition of "Policyholder" Endorsement	Approved	Yes
Form	Amend Item 1. of the Declarations Endorsement	Approved	Yes
Form	Specific Entity Exclusion	Approved	Yes
Form	Amend Item 1. of the Declarations Endorsement	Approved	Yes
Form	Amend Item 2. of the Declarations Endorsement	Approved	Yes
Form	Product Exclusion	Approved	Yes
Form	Regulatory Exclusion	Approved	Yes
Form	Professional Errors and Omissions Exclusion	Approved	Yes

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Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Form	Professional Errors and Omissions Exclusion (modified)	Approved	Yes
Form	Major Securities Holder Exclusion	Approved	Yes
Form	Amend Definition of Insured Individual	Approved	Yes
Form	Amend Definition of Plan Endorsement	Approved	Yes
Form	Non Stacking of Limits Endorsement	Approved	Yes
Form	Abuse and Sexual Misconduct Exclusion	Approved	Yes
Form	Correct Declarations Page Endorsement	Approved	Yes
Form	Medical Services Exclusion	Approved	Yes
Form	Insurance Exclusion	Approved	Yes
Form	Application Endorsement	Approved	Yes
Form	Policy Period Extension Endorsement	Approved	Yes
Form	Specific Individual Exclusion	Approved	Yes
Form	Extended Reporting Period Endorsement	Approved	Yes
Form	Insurance Exclusion	Approved	Yes
Form	Amend definition of Subsidiary Endorsement	Approved	Yes
Form	Multiple Party Claim Retention Endorsement	Approved	Yes
Form	Educators Exclusion	Approved	Yes
Form	Prior Acts Exclusion	Approved	Yes
Form	Reorganization, Downsizing and Facility Closing Exclusion	Approved	Yes
Form	Broadcasting, Advertising, Publishing Exclusion Endorsement	Approved	Yes
Form	Securities Exclusion	Approved	Yes
Form	Scheduled Administrator	Approved	Yes
Form	Prior and Pending Claims Endorsement	Approved	Yes
Form	Broker Commission Endorsement	Approved	Yes
Form	Delete Specified Endorsement	Approved	Yes
Form	Creditor/Debtor Exclusion	Approved	Yes
Form	Commission Contributions Endorsement	Approved	Yes
Form	Pre-Approved Counsel Endorsement	Approved	Yes

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Form	Amend Definition of Subsidiary	Approved	Yes
	Endorsement		
Form	Knowledge Exclusion	Approved	Yes
Form	Knowledge Exclusion	Approved	Yes
Form	Trade Laws Endorsement	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/16/2007
Submitted Date 07/16/2007
Respond By Date
Dear Jeremy Battles,

This will acknowledge receipt of the captioned filing.

In addition to my previous comments, please advise if a filing fee was submitted electronically or by mail. Our log does not show that a filing fee was received but that may very well be a clerical error.

Thanks.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/02/2007
Submitted Date 08/02/2007

Dear Edith Roberts,

Comments:

Response 1

Comments: Dear Ms. Roberts:

This submission is in response to your July 16th objection letter regarding file # AR-PC-07-024989. Based on the review of your objections, we have the following responses:

1. Regarding your objection to Endorsements DO 1051, EP 1014 and FL 1015, the Extended Reporting Period provision has been previously addressed by the company via wording included in the previously filed (and approved) state amendatory endorsements (attachments). These mandatory state amendatory endorsements, which are attached

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to all Arkansas policies (as applicable to each program of course), address your objection.

Accordingly, we hereby withdraw Endorsements DO 1051, EP 1014, and FL 1015 from the filing.

2. With respect to Endorsement PV 1026, we ask that you note that the previously filed (and approved) state amendatory endorsement PV 0542 includes ERP provisions that address the issue raised. In that the state amendatory endorsement PV 0542 is attached to all Arkansas Privatus policies, the use of Endorsement PV 1026 (in conjunction with PV 0542) complies with the referenced Arkansas requirements. The approved Form PV 0542 has been attached as supporting documentation.

Should you need any additional information or have any questions, please do not hesitate to contact me at the numbers or e-mail address listed below.

Sincerely,

Jeremy W. Battles - Insurance Regulatory Consultants, LLC
 (212) 571-3989 (phone);(212) 571-2502 (fax)
 jeremybattles@ircllc.com (e-mail)

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Approved Form PV 0542
 Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Amend Extended Reporting Period Endorsement	DO 1051	0706 (Ed. 0706)	Endorsement/Amendment	Withdrawn		0	
Previous Version							
Amend Extended Reporting Period Endorsement	DO 1051	0706 (Ed. 0706)	Endorsement/Amendment	New		0	DO1051-0706 Amend Extended

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Product Name:	Axis Re Professional Liability Forms Filing		
Project Name/Number:	/		

				Reporting Period.pdf
Amend Extended Reporting Period Endorsement Previous Version	EP 1014 0606 (Ed. 0606)	Endorsement/AmendmentWithdrawn /Conditions	0	
Amend Extended Reporting Period Endorsement	EP 1014 0606 (Ed. 0606)	Endorsement/AmendmentNew /Conditions	0	EP1014- 0606 Amend Extended Reporting Period.pdf
Amend Extended Reporting Period Endorsement Previous Version	FL 1015 12/05 (12/05)	Endorsement/AmendmentWithdrawn /Conditions	0	
Amend Extended Reporting Period Endorsement	FL 1015 12/05 (12/05)	Endorsement/AmendmentNew /Conditions	0	FL1015- 1205 Amend Extended Reporting Period.pdf

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Product Name: *Axis Re Professional Liability Forms Filing*
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No Rate/Rule Schedule items changed.

Sincerely,
Jeremy Battles

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 07/16/2007

Submitted Date 07/16/2007

Respond By Date

Dear Jeremy Battles,

This will acknowledge receipt of the captioned filing.

Please reference Forms EP 1014 (Ed 0606), DO 1051 (Ed. 0706), FL 1015 (Ed. 12/05) paragraph two of section C. This provision states that the "right to purchase...is not available for cancellation/termination ...from failure to pay any premium due."

AR Code Anno. 23-79-306 (3) provides that both the 60 day free of charge basic Extended Reporting Period is mandatory and also, the optional ERP endorsement must be put into force if requested within 60 days of termination and premium is received for that endorsement. Neither of these ERPs may be refused for termination/cancellation for any reason, including non-payment of premium or premium or deductibles owed.

Also, please refer to paragraph three of the same forms as mentioned above. The provision states that the Limit of Liability for the optional Extended Reporting Period "shall be part of the limit of the preceeding policy period. AR Code Anno. 23-79-306 (6) requires that the limit for the optional ERP be the greater of the limit remaining of the expiring policy aggregate or REINSTATED to 50%.

Please reference Form PV 1026 (ed. 0606) 2. A. second and third paragraphs. Both of these paragraphs must also comply with the limit reinstatement as stated above.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 11/09/2007

Submitted Date 11/09/2007

SERFF Tracking Number: *REGU-125198654* *State:* *Arkansas*
Filing Company: *Axis Reinsurance Company* *State Tracking Number:* *AR-PC-07-024989*
Company Tracking Number: *ARC-AR-PLF-07*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0000 Other Liability Sub-TOI Combinations*
Product Name: *Axis Re Professional Liability Forms Filing*
Project Name/Number: */*

Dear Edith Roberts,

Comments:

Response 1

Comments: Is there an update on this filing?

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Jeremy Battles

SERFF Tracking Number: REGU-125198654 State: Arkansas
Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989
Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Note To Reviewer

Created By:

Jeremy Battles on 08/31/2007 09:13 AM

Subject:

Status Update?

Comments:

Ms. Roberts,

Is there a status update? I sent a response on 8/2. Please note that you sent 2 objection letters on 7/16. When I submitted my 8/2 response, I could only make it applicable to 1 of your 2 objection letters, which is why the SERFF status shows as "Pending Industry Repsonse" even though I already responded.

Enjoy the holiday weekend!

Jeremy

SERFF Tracking Number: REGU-125198654 State: Arkansas

Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989

Company Tracking Number: ARC-AR-PLF-07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Axis Re Professional Liability Forms Filing

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Public Offering Exclusion	DO 1001 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	New	0.00	DO1001-0203 Public Offering Exclusion.pdf
Approved	Non-Cancelable Endorsement	DO 1002 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	New	0.00	DO1002-0203 NonCancelable.pdf
Approved	Non-Entity Employment Practices Liability Endorsement	DO 1003 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	New	0.00	DO1003-0203 NonEntity EPL.pdf
Approved	Professional Services Exclusion	DO 1006 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	New	0.00	DO1006-0203 Professional Services Exclusion.pdf
Approved	Selling Shareholder Endorsement	DO 1008 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	New	0.00	DO1008-0203 Selling Shareholder.pdf
Approved	Selling Shareholder Coverage Endorsement	DO 1011 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	New	0.00	DO1011-0203 Selling Shareholder Coverage.pdf
Approved	Selling Shareholder Coverage Endorsement	DO 1012 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	New	0.00	DO1012-0203 Selling Shareholder Coverage.pdf

SERFF Tracking Number: REGU-125198654 State: Arkansas

Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989

Company Tracking Number: ARC-AR-PLF-07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Axis Re Professional Liability Forms Filing

Project Name/Number: /

Approved	Controlling Shareholder Coverage Endorsement	DO 1013 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1013- 0203 Controlling Shareholder Coverage.pdf
Approved	Controlling Shareholder Coverage Endorsement	DO 1014 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1014- 0203 Controlling Shareholder Coverage.pdf
Approved	Offering Endorsement	DO 1017 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1017- 0203 Offering Endorsemen t.pdf
Approved	Offering Endorsement	DO 1018 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1018- 0203 Offering Endorsemen t.pdf
Approved	Run-Off Endorsement	DO 1019 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1019- 0203 Run Off Endorsemen t.pdf
Approved	Joint Venture Endorsement	DO 1020 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1020- 0203 Joint Venture Endorsemen t.pdf
Approved	Run-Off Endorsement	DO 1021 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1021- 0203 Run Off Endorsemen t.pdf
Approved	Pending and	DO 1022	2/2003	Endorseme New	0.00	DO1022-

SERFF Tracking Number: REGU-125198654 State: Arkansas
Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989
Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

	Prior Claims Exclusion (For Increased Limits)	(Ed. 2/2003)		nt/Amendm ent/Condi tions		0203 Pending and Prior Claims Exclusion for Increased Limits.pdf
Approved	Modified Regulatory Exclusion	DO 1023 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1023- 0203 Modified Regulatory Exclusion.pd f
Approved	Amend Bodily Injury/Property Damage Exclusion Endorsement	DO 1026 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1026- 0203 Amend BIBD Exclusion.pd f
Approved	Continuity Endorsement	DO 1029 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1029- 0203 Continuity Endorsemen t.pdf
Approved	Limited Partnership Endorsement	DO 1031 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1031- 0203 Limited Partnership Endorsemen t.pdf
Approved	Amend Definition of Subsidiary Endorsement	DO 1035 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1035- 0203 Amend Definition of Subsidiary.p df
Approved	Amend Item 6. of the Declarations Endorsement	DO 1037 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1037- 0203 Amend Item 6 of the Declarations. pdf
Approved	Amend ERISA	DO 1038	2/2003	Endorseme New	0.00	DO1038-

SERFF Tracking Number: REGU-125198654 State: Arkansas

Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989

Company Tracking Number: ARC-AR-PLF-07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Axis Re Professional Liability Forms Filing

Project Name/Number: /

	Exclusion Endorsement	(Ed. 2/2003)		nt/Amendm ent/Condi tions		0203 Amend ERISA Exclusion.pd f
Approved	Professional Services Exclusion Endorsement	DO 1039 (Ed. 02/2003)	02/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1039- 0203 Professional Services Exclusion.pd f
Approved	Acquisition Endorsement	DO 1040 (Ed. 02/2003)	02/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1040- 0203 Acquisition Endorsemen t.pdf
Approved	Amend Definition of Insured Individual(s) Endorsement	DO 1041 (Ed. 02/2003)	02/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1041- 0203 Amend Definition of Insured Individuals.p df
Approved	Underwriter and IPO Laddering Exclusion	DO 1042 (Ed. 02/2003)	02/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1042- 0203 Underwriter and IPO Laddering.pd f
Approved	Joint Venture Extension	DO 1043 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1043- 0203 Joint Venture Exclusion.pd f
Approved	Non Stacking of Limits Endorsement	DO 1044 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1044- 0203 Non Stacking of Limits.pdf
Approved	Increased Limit Endorsement and	DO 1045 (Ed.	2/2003	Endorseme New nt/Amendm	0.00	DO1045- 0203

SERFF Tracking Number: REGU-125198654 State: Arkansas

Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989

Company Tracking Number: ARC-AR-PLF-07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Axis Re Professional Liability Forms Filing

Project Name/Number: /

	Pending and Prior Claims Exclusion (For Increased Limits)	2/2003)		ent/Condi tions		Increased Limit and Pending and Prior Claims Exclusion _For Increased Limits_.pdf
Approved	Antitrust Sublimit Endorsement	DO 1046 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1046- 0203 AntiTrust Sublimit.pdf
Approved	Notice of Claim Endorsement	DO 1047 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1047- 0606 Notice of Claim.pdf
Approved	Representations and Severability with Respect to Application (Amended)	DO 1048 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1048- 0606 Representati on and Severability with Respect to Application _Amended_. pdf
Approved	Amend Exclusion Endorsement	DO 1049 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1049- 0606 Amend Exclusion Endorsemen t.pdf
Approved	Delete Failure to Maintain Insurance Exclusion Endorsement	DO 1050 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi tions	0.00	DO1050- 0606 Delete Failure to Maintain Insurance Exclusion.pd f

SERFF Tracking Number: REGU-125198654 State: Arkansas
Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989
Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Approved	Amend Extended DO 1051 0706 Reporting Period (Ed. 0706) Endorsement	Endorsement Withdrawn Replaced Form #:0.00 nt/Amendm ent/Condi ons Previous Filing #:
Approved	Amend DO 1052 0806 Acquisition (Ed. 0806) Threshold Endorsement	Endorsement New 0.00 DO1052- nt/Amendm 0806 Amend ent/Condi Acquisition ons Threshold.pdf
Approved	Amend Exclusion DO 1053 1006 A.5. (Ed. 1006) Endorsement	Endorsement New 0.00 DO1053- nt/Amendm 1006 Amend ent/Condi Exclusion ons A5.pdf
Approved	Run-Off DO 1054 1106 Endorsement (Ed. 1106)	Endorsement New 0.00 DO1054- nt/Amendm 1106 Run ent/Condi Off ons Endorsemen t.pdf
Approved	Defense EP 1001 6/2003 Endorsement (Ed. 6/2003)	Endorsement New 0.00 EP1001- nt/Amendm 0603 ent/Condi Defense ons Endorsemen t.pdf
Approved	Discriminatory EP 1003 6/2003 Practices (Ed. 6/2003) Exclusion	Endorsement New 0.00 EP1003- nt/Amendm 0603 ent/Condi Discriminator ons y Practices Exclusion.pdf
Approved	Continuity EP 1005 6/2003 Endorsement (Ed. 6/2003)	Endorsement New 0.00 EP1005- nt/Amendm 0603 ent/Condi Continuity ons Endorsemen t.pdf
Approved	Sublimit of EP 1008 6/2003 Liability for Third (Ed. 6/2003) Party Claims Endorsement	Endorsement New 0.00 EP1008- nt/Amendm 0603 ent/Condi Sublimit of ons Liability for

SERFF Tracking Number: REGU-125198654 State: Arkansas
Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989
Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Approval	Description	EP	Ed.	Year	Amount	File Name
Approved	Run-Off Endorsement	EP 1009	0603	(Ed. 0603)	0.00	EP1009-0603 Run-Off Endorsement.pdf
Approved	Run-Off Endorsement	EP 1010	6/2003	(Ed. 6/2003)	0.00	EP1010-0603 Run Off Endorsement.pdf
Approved	Separate Retention for Third Party Claims Endorsement	EP 1011	6/2003	(Ed. 6/2003)	0.00	EP1011-0603 Separate Retention for Third Party Claims.pdf
Approved	Amend Exclusions Endorsement	EP 1012	0606	(Ed. 0606)	0.00	EP1012-0606 Amend Exclusions.pdf
Approved	Amend Exclusion Endorsement	EP 1013	0606	(Ed. 0606)	0.00	EP1013-0606 Amend Exclusion.pdf
Approved	Amend Extended Reporting Period Endorsement	EP 1014	0606	(Ed. 0606)	0.00	EP1014-0606 Amend Extended Reporting Period Endorsement
Approved	Amend Bodily Injury/Property Damage Exclusion Endorsement	EP 1015	0606	(Ed. 0606)	0.00	EP1015-0606 Amend BIPD Exclusion.pdf
Approved	Amend Exclusion Endorsement	EP 1016	0606	(Ed. 0606)	0.00	EP1016-0606 Amend Exclusion.pdf

SERFF Tracking Number: REGU-125198654 State: Arkansas

Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989

Company Tracking Number: ARC-AR-PLF-07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Axis Re Professional Liability Forms Filing

Project Name/Number: /

				ons		f
Approved	Amend Definition of Application Endorsement	EP 1017 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi ti ons	0.00	EP1017-0606 Amend Definition of Application.pdf
Approved	Notice of Claim Endorsement	EP 1018 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi ti ons	0.00	EP1018-0606 Notice of Claim.pdf
Approved	Amended Exclusion Endorsement	EP 1019 (Ed. 07/05)	07/05	Endorseme New nt/Amendm ent/Condi ti ons	0.00	EP1019-0705 Amended Exclusion.pdf
Approved	Amend Acquisition Threshold Endorsement	EP 1020 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi ti ons	0.00	EP1020-0606 Amend Acquisition Threshold.pdf
Approved	Pre-Approved Counsel Endorsement	EP 1021 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi ti ons	0.00	EP1021-0606 PreApproved Counsel.pdf
Approved	Bordereau Reporting of Claims Endorsement	EP 1022 (Ed. 0706)	0706	Endorseme New nt/Amendm ent/Condi ti ons	0.00	EP1022-0706 Bordereau Reporting of Claims.pdf
Approved	Amend Defense and Settlement Endorsement	EP 1023 (Ed. 0106)	0106	Endorseme New nt/Amendm ent/Condi ti ons	0.00	EP1023-0106 Amend Defense and Settlement.pdf
Approved	Pending and Prior Claims Exclusion Endorsement	EP 1024 (Ed. 05/06)	05/06	Endorseme New nt/Amendm ent/Condi ti ons	0.00	EP1024-0506 Pending and Prior Claims

SERFF Tracking Number: REGU-125198654 State: Arkansas

Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989

Company Tracking Number: ARC-AR-PLF-07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Axis Re Professional Liability Forms Filing

Project Name/Number: /

						Exclusion.pdf
Approved	Amend Contractual Exclusion	EP 1025 (Ed. 0107)	0107	Endorsement/Amendment/Conditions	0.00	EP1025-0107 Amend Contractual Exclusion.pdf
Approved	Entity Coverage Exclusion	FL 1001 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	0.00	FL1001-0203 Entity Coverage Exclusion.pdf
Approved	Continuity Endorsement	FL 1003 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	0.00	FL1003-0203 Continuity Endorsement.pdf
Approved	Pending and Prior Claims Exclusion (For Increased Limits)	FL 1004 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	0.00	FL1004-0203 Pending and Prior Claims Exclusion For Increased Limits.pdf
Approved	Run-Off Endorsement	FL 1005 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	0.00	FL1005-0203 Run Off Endorsement.pdf
Approved	Amend Acquisition Provisions Endorsement	FL 1006 (Ed. 0203)	0203	Endorsement/Amendment/Conditions	0.00	FL1006-0203 Amend Acquisitions Provisions.pdf
Approved	HIPAA Endorsement	FL 1007 (Ed. 0405)	0405	Endorsement/Amendment/Conditions	0.00	FL1007-0405 HIPPA Endorsement

SERFF Tracking Number: REGU-125198654 State: Arkansas
Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989
Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

				ons		t.pdf
Approved	Notice of Claim Endorsement	FL 1008 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1008- 0606 Notice of Claim.pdf
Approved	Amend Exclusion Endorsement	FL 1009 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1009- 0606 Amend Exclusions Endorsemen t.pdf
Approved	Representations and Severability With Respect to Application (Amended) Endorsement	FL 1010 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1010- 0606 Representati ons and Severability with Respect to Application.p df
Approved	Separate Retention for Securities Claims Endorsement	FL 1011 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1011- 0606 Separate Retention for Securities Claims.pdf
Approved	No Retention for Non- Indemnifiable Claims Endorsement	FL 1012 (Ed. 0806)	0806	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1012- 0806 No Retention for NonIndemnif iable Claims.pdf
Approved	Order of Payments Endorsement	FL 1013 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi ons	0.00	FL1013- 0606 Order of Payments.pd f
Approved	ESOP Retention Endorsement	FL 1014 (Ed. 0606)	0606	Endorseme New nt/Amendm	0.00	FL1014- 0606 ESOP

SERFF Tracking Number: REGU-125198654 State: Arkansas
Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989
Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

				ent/Condi tions		Retention.pd f
Approved	Amend Extended FL 1015 12/05 Reporting Period (12/05) Endorsement			Endorseme Withdrawn Replaced Form #:0.00 nt/Amendm ent/Condi ons	Previous Filing #:	
Approved	Amend FL 1016 11/05 Settlement (Ed. Clause 11/05) Endorsement			Endorseme New nt/Amendm ent/Condi ons	0.00	FL1016- 1105 Amend Settlement Clause.pdf
Approved	Territory FL 1017 11/05 Endorsement (Ed. 11/05)			Endorseme New nt/Amendm ent/Condi ons	0.00	FL1017- 1105 Territory Endorsemen t.pdf
Approved	Increased Limit FL 1018 07/06 Endorsement and (Ed. Pending and 07/06) Prior Claims Exclusion (For Increased Limit)			Endorseme New nt/Amendm ent/Condi ons	0.00	FL1018- 0706 Increased Limit and Pending and Prior Claim Exclusion _For Increased Limits_.pdf
Approved	Amend Definition FL 1019 08/06 of Plan (Ed. Endorsement 08/06)			Endorseme New nt/Amendm ent/Condi ons	0.00	FL1019- 0806 Amend Definition of Plan.pdf
Approved	Retroactive Date LM 1797 0407 Endorsement (Ed. 0407)			Endorseme New nt/Amendm ent/Condi ons	0.00	LM 1797- 0407 Retroactive Date Endorsemen t.doc.pdf
Approved	Amend Optional LM 1800 0507 Extended (Ed. 0507) Reporting Period			Endorseme New nt/Amendm ent/Condi	0.00	LM 1800- 0507 Amend Optional

SERFF Tracking Number: REGU-125198654 State: Arkansas
Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989
Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Endorsement				ons		Extended Reporting Period.doc.pdf
Approved	Continuity Endorsement	NP 1001 (Ed. 0604)	0604	Endorsement/New Amendment/Conditions	0.00	NP1001-0604 Continuity Endorsement.pdf
Approved	Retention Endorsement	NP 1002 (Ed. 0604)	0604	Endorsement/New Amendment/Conditions	0.00	NP1002-0604 Retention Endorsement.pdf
Approved	Abuse Exclusion	NP 1003 (Ed. 0604)	0604	Endorsement/New Amendment/Conditions	0.00	NP1003-0604 Abuse Exclusion.pdf
Approved	Pending and Prior Claims Date for Wrongful Employment Claims Endorsement	NP 1004 (Ed. 0604)	0604	Endorsement/New Amendment/Conditions	0.00	NP1004-0604 Pending and Prior Claims Date for Wrongful Employment Claims.pdf
Approved	Pending and Prior Claims Date for Wrongful Personal and Publisher's Acts Claims Endorsement	NP 1005 (Ed. 0604)	0604	Endorsement/New Amendment/Conditions	0.00	NP1005-0604 Pending and Prior Claims Date for Wrongful Personal Publishers Acts.pdf
Approved	Employment Practices Exclusion	NP 1006 (Ed. 05/06)	05/06	Endorsement/New Amendment/Conditions	0.00	NP1006-0506 Employment

SERFF Tracking Number: REGU-125198654 State: Arkansas
Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989
Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

ons					Practices Exclusion.pdf
Approved	Third Party Claims Exclusion (Ed. 10/2001)	NP 1007	10/2001	Endorsement/Amendment/Conditions	0.00 NP1007-1001 Third Party Claims.pdf
Approved	Wrongful Personal and Publisher's Acts Exclusion	NP 1012	0604 (Ed. 0604)	Endorsement/Amendment/Conditions	0.00 NP1012-0604 Wrongful Personal and Publishers Acts Exclusion.pdf
Approved	Antitrust – Unfair Trade Practices Exclusion	NP 1013	0604 (Ed. 0604)	Endorsement/Amendment/Conditions	0.00 NP1013-0604 Antitrust Unfair Trade Practices Exclusion.pdf
Approved	Broadcasting, Advertising, Publishing Exclusion Endorsement	NP 1015	0604 (Ed. 0604)	Endorsement/Amendment/Conditions	0.00 NP1015-0604 Broadcasting Advertising Publishing Exclusion.pdf
Approved	Outside Directorship Coverage	NP 1016	0604 (Ed. 0604)	Endorsement/Amendment/Conditions	0.00 NP1016-0604 Outside Directorship Coverage.pdf
Approved	Entity Wrongful Personal and	NP 1017	0606 (Ed. 0606)	Endorsement/Amendment	0.00 NP1017-0606 Entity

SERFF Tracking Number: REGU-125198654 State: Arkansas
Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989
Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

	Publisher's Acts Exclusion			ent/Condi tions		Wrongful and Personal Publishers Acts Exclusion.pdf
Approved	Retention Endorsement	NP 1018 0606 (Ed. 0606)		Endorseme New nt/Amendm ent/Condi tions	0.00	NP1018- 0606 Retention Endorsemen t.pdf
Approved	Sublimit of Liability For Third Party Claims Endorsement	NP 1019 0606 (Ed. 0606)		Endorseme New nt/Amendm ent/Condi tions	0.00	NP1019- 0606 Sublimit of Liability for Third Party Claims.pdf
Approved	Counseling Exclusion Endorsement	NP 1020 0606 (Ed. 0606)		Endorseme New nt/Amendm ent/Condi tions	0.00	NP1020- 0606 Counseling Exclusion.pdf
Approved	Amend Bodily Injury/Property Damage Exclusion Endorsement	NP 1021 0606 (Ed. 0606)		Endorseme New nt/Amendm ent/Condi tions	0.00	NP1021- 0606 Amend BIPD Exclusion.pdf
Approved	Sponsor/Develop er Exclusion	NP 1022 09/05 (Ed. 09/05)		Endorseme New nt/Amendm ent/Condi tions	0.00	NP1022- 0905 Sponsor Developer Exclusion.pdf
Approved	Increased Limit Endorsement and Pending and Prior Claims	NP 1023 0606 (Ed. 0606)		Endorseme New nt/Amendm ent/Condi tions	0.00	NP1023- 0606 Increased Limit and

SERFF Tracking Number: REGU-125198654 State: Arkansas

Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989

Company Tracking Number: ARC-AR-PLF-07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Axis Re Professional Liability Forms Filing

Project Name/Number: /

Exclusion (For Increased Limits)					Pending and Prior Claims Exclusion _For Increased Limits_.pdf	
Approved	Outside Directorship Coverage Endorsement	NP 1027 (Ed. 1006)	1006	Endorsement/Amendment/Conditions	0.00	NP1027-1006 Outside Directorship Coverage.pdf
Approved	Corporate General Partner Coverage Endorsement	PV 1002 (Ed. 0903)	0903	Endorsement/Amendment/Conditions	0.00	PV1002-0903 Corporate General Partner Coverage.pdf
Approved	Run-Off Endorsement	PV 1004 (Ed. 10/2000)	10/2000	Endorsement/Amendment/Conditions	0.00	PV1004-1000-MUST BE REVISED-KEMPER VERSION.pdf
Approved	Run-Off Endorsement	PV 1005 (Ed. 0903)	0903	Endorsement/Amendment/Conditions	0.00	PV1005-0903 Run Off Endorsement.pdf
Approved	Discriminatory Practices Exclusion	PV 1006 (Ed. 0903)	0903	Endorsement/Amendment/Conditions	0.00	PV1006-0903 Discriminatory Practices Exclusion.pdf
Approved	Entity Antitrust	PV 1007	0903	Endorsement/Amendment/Conditions	0.00	PV1007-

SERFF Tracking Number: REGU-125198654 State: Arkansas

Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989

Company Tracking Number: ARC-AR-PLF-07

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Axis Re Professional Liability Forms Filing

Project Name/Number: /

	Exclusion	(Ed. 0903)		nt/Amendm ent/Condi tions		0903 Entity Antitrust Exclusion.pd f
Approved	Modified Regulatory Exclusion	PV 1008 (Ed. 0903)	0903	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1008- 0903 Modified Regulatory Exclusion.pd f
Approved	IRA / Keogh Endorsement	PV 1009 (Ed. 0903)	0903	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1009- 0903 IRA - KEOGH Endorsemen t.pdf
Approved	IRA / Keogh Endorsement	PV 1010 (Ed. 0903)	0903	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1010- 0903 IRA - KEOGH Endorsemen t.pdf
Approved	Sublimit of Liability For Third Party Claims Endorsement	PV 1011 (Ed. 0903)	0903	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1011- 0903 Sublimit of Liability for Third Party Claims.pdf
Approved	Continuity Endorsement	PV 1013 (Ed. 0903)	0903	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1013- 0903 Continuity Endorsemen t.pdf
Approved	Amend Bodily Injury / Property Damage Exclusion Endorsement	PV 1014 (Ed. 0903)	0903	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1014- 0903 Amend BIPD Exclusion.pd f
Approved	Sublimit of Liability for	PV 1015 (Ed. 0903)	0903	Endorseme New nt/Amendm	0.00	PV1015- 0903

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Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989
Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

	Employment Practices Claims Endorsement			ent/Condi tions		Sublimit of Liability for Employment Practices Claims.pdf
Approved	Separate Retention for Third Party Claims Endorsement	PV 1016 (Ed. 0903)	0903	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1016- 0903 Separate Retention for Third Party Claims.pdf
Approved	Sublimit of Liability and Subretention for Third Party Claims Endorsement	PV 1017 (Ed. 0903)	0903	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1017- 0903 Sublimit of Liability and Subretention for Third Party Claims.pdf
Approved	FDA Exclusion	PV 1018 (Ed. 0903)	0903	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1018- 0903 FDA Exclusion.pd f
Approved	Limited Partnership Endorsement	PV 1019 (Ed. 0903)	0903	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1019- 0903 Limited Partnership. pdf
Approved	Pre-Approved Counsel Endorsement	PV 1021 (Ed. 0903)	0903	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1021- 0903 Preapproved Counsel.pdf
Approved	Sublimit of Liability for Fiduciary Liability Endorsement	PV 1022 (Ed. 1005)	1005	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1022- 1005 Sublimit of Liability for Fiduciary Liability.pdf
Approved	Franchise	PV 1024	11/2002	Endorseme New	0.00	PV1024-

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Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

	Exclusion	(Ed. 11/2002)		nt/Amendment/Conditions		1102 Franchise Exclusion.pdf
Approved	Add Insuring Agreement (C) Midterm Endorsement	PV 1025 (Ed. 12/02)	12/02	Endorsement/Newnt/Amendment/Conditions	0.00	PV1025-1202 Add Insuring Agreement C Midterm.pdf
Approved	Separate Limit Endorsement	PV 1026 (Ed. 0606)	0606	Endorsement/Newnt/Amendment/Conditions	0.00	PV1026-0606 Separate Limit.pdf
Approved	Employment Practices Exclusion	PV 1027 (Ed. 03/2005)	03/2005	Endorsement/Newnt/Amendment/Conditions	0.00	PV1027-0305 Employment Practices Exclusion.pdf
Approved	Amend Exclusion Endorsement	PV 1028 (Ed. 1106)	1106	Endorsement/Newnt/Amendment/Conditions	0.00	PV1028-1106 Amend Exclusion.pdf
Approved	HIPAA Endorsement	PV 1029 (Ed. 0806)	0806	Endorsement/Newnt/Amendment/Conditions	0.00	PV1029-0806 HIPPA Endorsement.pdf
Approved	Amend Settlement Clause Endorsement	PV 1030 (Ed. 0606)	0606	Endorsement/Newnt/Amendment/Conditions	0.00	PV1030-0606 Amend Settlement Clause.pdf
Approved	Amend Pollution Exclusion Endorsement	PV 1031 (Ed. 0606)	0606	Endorsement/Newnt/Amendment/Conditions	0.00	PV1031-0606 Amend Pollution Exclusion.pdf
Approved	Priority of	PV 1032	05/06	Endorsement/New	0.00	PV1032-

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Axis Re Professional Liability Forms Filing

Project Name/Number: /

	Payments Endorsement	(Ed. 05/06)		nt/Amendm ent/Condi ons		0506 Priority of Payments.pdf
Approved	Amend Acquisition Threshold Endorsement	PV 1033 0606 (Ed. 0606)		Endorseme New nt/Amendm ent/Condi ons	0.00	PV1033- 0606 Amend Acquisition Threshold.pdf
Approved	Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limits)	PV 1034 0606 (Ed. 0606)		Endorseme New nt/Amendm ent/Condi ons	0.00	PV1034- 0606 Increased Limit and Pending and Prior Claims Exclusion _For Increased Limits_.pdf
Approved	Amend Exclusions Endorsement	PV 1035 04/06 (Ed. 04/06)		Endorseme New nt/Amendm ent/Condi ons	0.00	PV1035- 0406 Amend Exclusions.pdf
Approved	Professional Errors and Omissions Exclusion (Modified)	PV 1036 12/05 (Ed. 12/05)		Endorseme New nt/Amendm ent/Condi ons	0.00	PV1036- 1205 Professional Errors and Omissions Exclusion _Modified_.pdf
Approved	Insured vs. Insured Exclusion (Amended)	PV 1037 12/05 (Ed. 12/05)		Endorseme New nt/Amendm ent/Condi ons	0.00	PV1037- 1205 IVI Exclusion Amended.pdf
Approved	Representations and Severability	PV 1038 0606 (Ed. 0606)		Endorseme New nt/Amendm	0.00	PV1038- 0606

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

	With Respect to Application (Amended)			ent/Condi tions		Representati ons and Severability with Respect to Application.p df
Approved	Non-Rescission Endorsement	PV 1039 (Ed. 11/05)	11/05	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1039- 1105 Non Rescission.p df
Approved	Retention for Antitrust Claims Endorsement	PV 1040 (Ed. 03/06)	03/06	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1040- 0306 Retention for Antitrust Claims.pdf
Approved	ESOP Retention Endorsement	PV 1041 (Ed. 01/06)	01/06	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1041- 0106 ESOP Retention.pd f
Approved	Retention For Regulatory Claims Endorsement	PV 1042 (Ed. 03/06)	03/06	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1042- 0306 Retentino for Regulatory Claims.pdf
Approved	Policy Correction Endorsement	PV 1043 (Ed. 05/06)	05/06	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1043- 0506 Policy Correction.p df
Approved	Errors and Omissions Exclusion	PV 1044 (Ed. 05/06)	05/06	Endorseme New nt/Amendm ent/Condi tions	0.00	PV1044- 0506 Errors and Omissions Exclusion.pd f
Approved	Policy Period Extension Endorsement	SE 1025 (05/06)	05/06	Endorseme New nt/Amendm ent/Condi	0.00	SE 1025 0506 Policy Period

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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Axis Re Professional Liability Forms Filing
 Project Name/Number: /

ons					Extension
					Endorsemen
					t.pdf
Approved	Payments	SE 1026	0606	Endorseme New	0.00
	Endorsement	(0606)		nt/Amendm	SE 1026
				ent/Condi	0606
				tions	Payments
					Endorsemen
					t.pdf
Approved	Pending and	SE 1027	06/06	Endorseme New	0.00
	Prior Claims	(06/06)		nt/Amendm	SE 1027
	Exclusion (For			ent/Condi	0606
	Increased Limits)			tions	Pending and
					Prior Claims
					Exclusion
					_for
					increased
					limits_.pdf
Approved	Insured Payment	SE 1028	07/06	Endorseme New	0.00
	Endorsement	(07/06)		nt/Amendm	SE 1028
				ent/Condi	0706 Insured
				tions	Payment
					Endorsemen
					t.pdf
Approved	Follow Underlying	SE 1030	1106	Endorseme New	0.00
	Endorsement	(1106)		nt/Amendm	SE 1030
				ent/Condi	1106
				tions	Following
					Underlying
					Endorsemen
					t.pdf
Approved	Prior Notice	SE 1033	0307	Endorseme New	0.00
	Exclusion	(0307)		nt/Amendm	SE 1033
				ent/Condi	0307 Prior
				tions	Notice
					Exclusion.pd
					f
Approved	Knowledge	SE 1015	0407	Endorseme New	0.00
	Exclusion	(Ed. 0407)		nt/Amendm	SE 1015
				ent/Condi	0407
				tions	Knowledge
					Exclusion.pd
					f
Approved	Amend Definition	MU 1001	2/2003	Endorseme New	0.00
					MU1001-

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Axis Re Professional Liability Forms Filing

Project Name/Number: /

	of "Policyholder"	(Ed.		nt/Amendm		0203 Amend
	Endorsement	2/2003)		ent/Condi		Definition of
				ons		Policyholder.
						pdf
Approved	Entity Sub-Limit	MU 1002	2/2003	Endorseme New	0.00	MU1002-
	of Liability	(Ed.		nt/Amendm		0203 Entity
	Endorsement	2/2003)		ent/Condi		Sublimit of
				ons		Liability.pdf
Approved	Pending and	MU 1003	2/2003	Endorseme New	0.00	MU1003-
	Prior Claims	(Ed.		nt/Amendm		0203
	Exclusion – Entity	2/2003)		ent/Condi		Pending and
	(For Increased			ons		Prior Claims
	Limits)					Exclusion -
						Endity _For
						Increased
						Limits_.pdf
Approved	Professional	MU 1009	05/06	Endorseme New	0.00	MU1009-
	Errors and	(Ed.		nt/Amendm		0506
	Omissions	05/06)		ent/Condi		Professional
	Exclusion			ons		Errors and
						Omissions
						Exclusion.pdf
						f
Approved	Entity Retention	MU 1010	2/2003	Endorseme New	0.00	MU1010-
	Endorsement	(Ed.		nt/Amendm		0203 Entity
		2/2003)		ent/Condi		Retention.pdf
				ons		f
Approved	Specific Litigation	MU 1012	2/2003	Endorseme New	0.00	MU1012-
	Exclusion	(Ed.		nt/Amendm		0203
		2/2003)		ent/Condi		Specific
				ons		Litigation
						Exclusion.pdf
						f
Approved	Tie In Limits	MU 1013	2/2003	Endorseme New	0.00	MU1013-
	Endorsement	(Ed.		nt/Amendm		0203 Tie In
		2/2003)		ent/Condi		Limits
				ons		Endorsemen
						t.pdf

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Axis Re Professional Liability Forms Filing

Project Name/Number: /

Approved	Family Claims Exclusion	MU 1014 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	0.00	MU1014-0203 Family Claims Exclusion.pdf
Approved	Amend Definition of "Policyholder" Endorsement	MU 1015 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	0.00	MU1015-0203 Amend Definition of Policyholder.pdf
Approved	Amend Item 1. of the Declarations Endorsement	MU 1016 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	0.00	MU1016-0203 Amend Item 1 of the Declarations.pdf
Approved	Specific Entity Exclusion	MU 1017 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	0.00	MU1017-0203 Specific Entity Exclusion.pdf
Approved	Amend Item 1. of the Declarations Endorsement	MU 1018 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	0.00	MU1018-0203 Amend Item 1 of the Declarations.pdf
Approved	Amend Item 2. of the Declarations Endorsement	MU 1019 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	0.00	MU1019-0203 Amend Item 2 of the Declarations.pdf
Approved	Product Exclusion	MU 1020 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	0.00	MU1020-0203 Product Exclusion.pdf
Approved	Regulatory Exclusion	MU 1021 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	0.00	MU1021-0203

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Product Name: Axis Re Professional Liability Forms Filing

Project Name/Number: /

		2/2003)		ent/Condi tions		Regulatory Exclusion.pd f
Approved	Professional Errors and Omissions Exclusion	MU 1022 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1022- 0203 Professional Errors and Omissions Exclusion.pd f
Approved	Professional Errors and Omissions Exclusion (modified)	MU 1023 (Ed. 2/2002)	2/2002	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1023- 0202 Professional Errors and Omissions Exclusion _Modified_.p df
Approved	Major Securities Holder Exclusion	MU 1024 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1024- 0203 Major Securities Holder Exclusion.pd f
Approved	Amend Definition of Insured Individual	MU 1025 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1025- 0203 Amend Definition of Insured Individual.pd f
Approved	Amend Definition of Plan Endorsement	MU 1026 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1026- 0203 Amend Definition of Plan.pdf
Approved	Non Stacking of Limits Endorsement	MU 1027 (Ed. 2/2003)	2/2003	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1027- 0203 Non Stacking of Limits.pdf

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Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
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Approved	Abuse and Sexual Misconduct Exclusion	MU 1028 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	New	0.00	MU1028-0203 Abuse and Sexual Misconduct Exclusion.pdf
Approved	Correct Declarations Page Endorsement	MU 1029 (Ed. 0203)	0203	Endorsement/Amendment/Conditions	New	0.00	MU1029-0203 Correct Declarations Page.pdf
Approved	Medical Services Exclusion	MU 1030 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	New	0.00	MU1030-0203 Medical Services Exclusion.pdf
Approved	Insurance Exclusion	MU 1031 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	New	0.00	MU1031-0203 Insurance Exclusion.pdf
Approved	Application Endorsement	MU 1032 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	New	0.00	MU1032-0203 Application Endorsement.pdf
Approved	Policy Period Extension Endorsement	MU 1033 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	New	0.00	MU1033-0203 Policy Period Extension.pdf
Approved	Specific Individual Exclusion	MU 1034 (Ed. 2/2003)	2/2003	Endorsement/Amendment/Conditions	New	0.00	MU1034-0203 Specific Individual Exclusion.pdf
Approved	Extended	MU 1035	2/2003	Endorsement/Amendment/Conditions	New	0.00	MU1035-

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Company Tracking Number: ARC-AR-PLF-07
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Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

	Reporting Period (Ed.	nt/Amendm	0203
Endorsement	2/2003)	ent/Condi	Extended
		ons	Reporting
			Period.pdf
Approved Insurance	MU 1036 2/2003	Endorseme New	0.00 MU1036-
Exclusion	(Ed. 2/2003)	nt/Amendm	0203
		ent/Condi	Insurance
		ons	Exclusion.pd
			f
Approved Amend definition	MU 1037 2/2003	Endorseme New	0.00 MU1037-
of Subsidiary	(Ed. 2/2003)	nt/Amendm	0203 Amend
Endorsement		ent/Condi	Definition of
		ons	Subsidiary.p
			df
Approved Multiple Party	MU 1038 2/2003	Endorseme New	0.00 MU1038-
Claim Retention	(Ed. 2/2003)	nt/Amendm	0203
Endorsement		ent/Condi	Multiple
		ons	Party Claim
			Retention.pd
			f
Approved Educators	MU 1039 2/2003	Endorseme New	0.00 MU1039-
Exclusion	(Ed. 2/2003)	nt/Amendm	0203
		ent/Condi	Educators
		ons	Exclusion.pd
			f
Approved Prior Acts	MU 1040 2/2003	Endorseme New	0.00 MU1040-
Exclusion	(Ed. 2/2003)	nt/Amendm	0203 Prior
		ent/Condi	Acts
		ons	Exclusion.pd
			f
Approved Reorganization,	MU 1041 2/2003	Endorseme New	0.00 MU1041-
Downsizing and	(Ed. 2/2003)	nt/Amendm	0203
Facility Closing		ent/Condi	Reorganizati
Exclusion		ons	on
			Downsizing
			and Facility
			Closing
			Exclusion.pd

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Approval	Product	MU	Ed.	Year	Description	Amount	File Name
Approved	Broadcasting, Advertising, Publishing Exclusion Endorsement	MU 1042	(Ed. 2/2003)	2/2003	Endorsement New nt/Amendment/Conditions	0.00	MU1042-0203 Broadcasting Advertising Publishing Exclusion.pdf
Approved	Securities Exclusion	MU 1043	(Ed. 2/2003)	2/2003	Endorsement New nt/Amendment/Conditions	0.00	MU1043-0203 Securities Exclusion.pdf
Approved	Scheduled Administrator	MU 1044	(Ed. 2/2003)	2/2003	Endorsement New nt/Amendment/Conditions	0.00	MU1044-0203 Scheduled Administrator.pdf
Approved	Prior and Pending Claims Endorsement	MU 1051	(Ed. 0606)	0606	Endorsement New nt/Amendment/Conditions	0.00	MU1051-0606 Prior and Pending Claims.pdf
Approved	Broker Commission Endorsement	MU 1052	(Ed. 0606)	0606	Endorsement New nt/Amendment/Conditions	0.00	MU1052-0606 Broker Commission.pdf
Approved	Delete Specified Endorsement	MU 1053	(Ed. 0606)	0606	Endorsement New nt/Amendment/Conditions	0.00	MU1053-0606 Delete Specified Endorsement.pdf
Approved	Creditor/Debtor Exclusion	MU 1054	(Ed. 0606)	0606	Endorsement New nt/Amendment/Conditions	0.00	MU1054-0606 Creditor Debtor Exclusion.pdf
Approved	Commission	MU 1055		0606	Endorsement New	0.00	MU1055-

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Company Tracking Number: ARC-AR-PLF-07

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	Contributions Endorsement	(Ed. 0606)		nt/Amendm ent/Condi tions		0606 Commission Contributi ons.pdf
Approved	Pre-Approved Counsel Endorsement	MU 1056 (Ed. 0606)	0606	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1056- 0606 PreApproved Counsel.pdf
Approved	Amend Definition of Subsidiary Endorsement	MU 1057 (Ed. 04/06)	04/06	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1057- 0406 Amend Definition of Subsidiary.p df
Approved	Knowledge Exclusion	MU 1058 (Ed. 05/06)	05/06	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1058- 0506 Knowledge Exclusion.pd f
Approved	Knowledge Exclusion	MU 1059 (Ed. 1006)	1006	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1059- 1006 Knowledge Exclusion.pd f
Approved	Trade Laws Endorsement	MU 1061 (Ed. 11/06)	11/06	Endorseme New nt/Amendm ent/Condi tions	0.00	MU1061- 1106 Trade Laws Endorsemen t.pdf

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PUBLIC OFFERING EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any public offering of securities by the **Policyholder** or alleging a purchase or sale of such securities subsequent to such public offering; provided however, this exclusion shall not apply to any purchase or sale of securities exempted from registration with the United States Securities and Exchange Commission pursuant to Section 3(b) of the Securities Act of 1933. Coverage for such purchase or sale transaction shall not be conditioned upon payment of any additional premium; however the **Policyholder** shall give the Insurer written notice of any offering of securities exempted from registration pursuant to Section 3(b), together with full details and as soon as practicable, but not later than 60 days after the effective date of such offering of securities.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

NON-CANCELABLE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. D., Cancellation/Nonrenewal, is deleted and amended to read in its entirety as follows:

- D. Cancellation/Nonrenewal
1. The **Parent Company** may not cancel this Policy and the premium for this Policy shall be deemed fully earned upon the inception date of the **Policy Period** set forth in Item 2 of the Declarations.
 2. The Insurer may only cancel this Policy in the event of nonpayment of premium by giving the **Parent Company** written notice of cancellation at least twenty (20) days before the effective time of cancellation.
 3. Notice of cancellation shall state the effective time of cancellation. The **Policy Period** shall end at that time.
 4. If the Insurer decides not to renew this Policy, the Insurer shall provide written notice to the **Parent Company** at least sixty (60) days prior to the end of the **Policy Period**.
 5. If any controlling law requires a longer period of notice by the Insurer, the Insurer shall give such longer notice.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

NON-ENTITY EMPLOYMENT PRACTICES LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Subject to the maximum aggregate Limit of Liability for the Policy set forth in Item 3. of the Declarations, the following Insuring Agreement F. is added to Section I. Insuring Agreements of this Policy:

"F. all **Loss** on behalf of any **Insured Individual** arising from a **Claim** brought by or on behalf of an **Employee** against an **Insured Individual** for a **Wrongful Employment Act** first made,"

2. The term "**Claim**" as defined in Section III. B. is amended to include a formal, administrative, investigative or regulatory proceeding by or before the Equal Employment Opportunity Commission (EEOC), the Office of Federal Contract Compliance Programs (OFCCP), or similar formal proceeding before another federal, state or other governmental agency commenced by a notice of charges, formal investigative order or similar document, against any **Insured Individual** for any **Wrongful Employment Act**.

3. For the purposes of this endorsement the term "**Employee**" means any one or more natural persons who are past, present or future:

- a. duly elected or appointed director(s), officer(s) or trustee(s) of the **Policyholder**;
- b. individual(s) whom the **Policyholder** compensates by wages, salary and/or commissions, and whose labor or service is directed by the **Policyholder**, whether such labor or service is on a part-time, temporary, seasonal, or full-time basis;
- c. leased employees and volunteers whose labor or service is directed by the **Policyholder**; or
- d. applicants for prospective employment by the **Policyholder**.

4. The definition of **Insured Individual(s)**, as defined in Section II., Definitions, F., is deleted and amended to read in its entirety as follows:

F. **Insured Individual(s)** means any one or more natural persons who are past, present or future:

1. duly elected or appointed director(s), officer(s), trustee(s) or **Manager(s)** of the **Policyholder** or their functional equivalent if serving in such a position outside the United States;
2. management committee members of a joint venture which is a **Subsidiary**;
3. employees of the **Policyholder** who are named as defendants in any **Securities Claim**;
4. employees of the **Policyholder** who are named and are maintained as co-defendants in any **Claim** along with those natural persons described in paragraph 1. above for purposes of Section I. Insuring Agreements A and B; or

5. **Employees** who are named in any **Claim** for a **Wrongful Employment Act**.

provided always that, with regard to paragraphs 3. and 4., above, such employees or **Employees** shall not be considered **Insureds** for the purposes of Exclusion IV.A.5.

5. For the purposes of this endorsement, the term **Wrongful Act** will include any **Wrongful Employment Act(s)** by an **Insured Individual** in their capacity as such.
6. For the purposes of this endorsement the term **Wrongful Employment Act(s)** means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by an **Insured Individual** or an **Employee** constituting:
- a. wrongful dismissal, discharge or termination (either actual or constructive) of employment;
 - b. breach of any implied employment contract;
 - c. employment-related misrepresentation(s) to an employee;
 - d. violation of any federal, state, or local statute, regulation, ordinance, or common law concerning employment or discrimination in employment;
 - e. sexual harassment (as that term is defined by the federal Equal Employment Opportunity Commission) or other illegal workplace harassment;
 - f. wrongful failure to employ or promote;
 - g. wrongful reference, discipline or deprivation of a career opportunity;
 - h. wrongful demotion or adverse change in the terms, conditions or status of employment;
 - i. failure to grant tenure or adopt adequate workplace or employment policies and procedures;
 - j. illegal retaliatory treatment of employees;
 - k. negligent hiring, supervision, evaluation or retention of employees;
 - l. employment-related invasion of privacy or defamation;
 - m. employment-related wrongful infliction of emotional distress; or
 - o. employment-related libel, slander, false arrest, detention, imprisonment.
7. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured**:
- a. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any action that relates to a collective bargaining agreement; or
 - b. for an actual or alleged violation of the responsibilities, obligations or duties imposed by the following laws and any amendments thereto:
 - (i) any law governing workers' compensation, unemployment insurance, social security, disability benefits or similar law;
 - (ii) the Employee Retirement Income Security Act of 1974 (except Section 510 thereof);
 - (iii) the Fair Labor Standards Act (except the Equal Pay Act);
 - (iv) the National Labor Relations Act;
 - (v) the Worker Adjustment and Retraining Notification Act;

- (vi) the Consolidated Omnibus Budget Reconciliation Act of 1985;
- (vii) the Occupational Safety and Health Act;
- (viii) any other federal, state, local or foreign statute or law similar to any statute or law described in (i) through (vii) of this exclusion; or
- (ix) rules or regulations promulgated under any of such statutes or laws;

however this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise or attempt to exercise any employment rights pursuant to any such statute, law, rule or regulation.

8. Except for **Defense Costs** from **Claims** for **Wrongful Employment Act(s)** against the **Insured Individuals**, the Insurer shall not be liable for **Loss** on account of any **Claim** made against any **Insured**, based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
- a. recovery of amounts owing under or assumed by any **Insured** pursuant to any express written employment contract or agreement with any **Employee**; provided, however, this exclusion shall not apply to the extent the **Insured** would be liable for such **Loss** in the absence of such contract or agreement;
 - b. the actual or alleged provision of or failure to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of the Americans with Disabilities Act and any amendments thereto or any similar federal, state, local or foreign law (or recovery of the costs associated therewith);
 - c. recovery of compensation earned by the claimant in the course of employment but not paid by the **Policyholder**, including any unpaid salary, bonus, wages, overtime, severance pay, retirement benefits, stock options, perquisites, fringe benefits, vacation days, sick days, medical or insurance to which the claimant allegedly was or would have been entitled had the **Policyholder** provided the claimant with a continuation or conversion of such benefits or insurance benefits (or the equivalent value of any such compensation earned but not paid); provided, however, this exclusion shall not apply to any back pay or front pay; or
 - d. any request for non-monetary relief including injunctive relief, declaratory relief, restitution, or any other equitable remedy.
9. The Insurer shall only pay **Loss** from **Claims** for **Wrongful Employment Act(s)** in excess of \$<retentionamount> which amount shall be deemed to be the amount set forth in Item 4. of the Declarations as the retention amount for any **Claim** under Insuring Agreement F.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PROFESSIONAL SERVICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the **Policyholder's** performance of or failure to perform professional services for others, whether or not on a compensated basis; provided that this exclusion shall not apply any **Claim** brought by a security holder of the **Policyholder** in his, her or its capacity as such, alleging a mismanagement of or failure to supervise those who performed or failed to perform such services or failure to disclose any of the foregoing.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SELLING SHAREHOLDER ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that the term **Wrongful Act(s)** as defined in Section III., Definitions, of this Policy is amended to include any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by any **Insured Individual** in their capacity as selling shareholder in an offering of securities of the **Policyholder** that are subject to registration under the Securities Act of 1933.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SELLING SHAREHOLDER COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. The term **Insured Individual** is amended to include **Selling Shareholders** but only:
 - a. with respect to **Selling Shareholder Wrongful Acts**; and
 - b. when such **Selling Shareholders** are named in a **Claim** that is made and continuously maintained against an **Insured**, other than a **Selling Shareholder**.
2. For the purposes of this endorsement the term **Selling Shareholders** means any director, officer, partner or principal of the **Policyholder** listed as selling shareholders of securities of the **Policyholder** in the following registration statement(s) filed with the United States Securities and Exchange Commission:

Registration Statement(s):
<list of registration statements>
3. For the purposes of this endorsement the term **Selling Shareholder Wrongful Act** shall mean any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by any **Selling Shareholder** in their capacity as such.
4. With respect to **Claims** made against the **Selling Shareholders**, the term **Wrongful Act** as defined in Section III., Definitions, of this Policy is amended to include **Selling Shareholder Wrongful Acts**.

All coverage under this endorsement shall be part of and not in addition to the Insurer's maximum aggregate Limit of Liability as set forth in Item 3. of the Declarations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SELLING SHAREHOLDER COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of an additional premium of \$<dollars> charged, it is agreed that:

1. The term **Insured Individual** is amended to include **Selling Shareholders** but only:
 - a. with respect to **Selling Shareholder Wrongful Acts**; and
 - b. when such **Selling Shareholders** are named in a **Claim** that is made and continuously maintained against an **Insured**, other than a **Selling Shareholder**.
2. For the purposes of this endorsement the term **Selling Shareholders** means any director, officer, partner or principal of the **Policyholder** listed as selling shareholders of securities of the **Policyholder** in the following registration statement(s) filed with the United States Securities and Exchange Commission:

Registration Statement(s):
<list of registration statements>

3. For the purposes of this endorsement the term **Selling Shareholder Wrongful Act** shall mean any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by any **Selling Shareholder** in their capacity as such.
4. With respect to **Claims** made against the **Selling Shareholders**, the term **Wrongful Act** as defined in Section III Definitions of this Policy is amended to include **Selling Shareholder Wrongful Acts**.

All coverage under this endorsement shall be part of and not in addition to the Insurer's maximum aggregate Limit of Liability as set forth in Item 3. of the Declarations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CONTROLLING SHAREHOLDER COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. For the purposes of this endorsement the term **Controlling Shareholder** means any individual or entity that directly or indirectly owns more than fifteen percent (15%) of the securities representing the right to elect such entity's directors, or the equivalent thereof if such entity is not a corporation. The term **Controlling Shareholder** shall include any director, officer, partner or principal of a **Controlling Shareholder** that is an entity; provided that such entity's employees and controlling shareholders shall not be considered **Controlling Shareholders** for the purposes of this endorsement.
2. The term **Insured Individual** is amended to include any **Controlling Shareholder** of the **Policyholder**, but only with respect to **Securities Claims** that are made and maintained against another **Insured**, other than a **Controlling Shareholder**.

All coverage under this endorsement shall be part of and not in addition to the Insurer's maximum aggregate Limit of Liability as set forth in Item 3. of the Declarations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CONTROLLING SHAREHOLDER COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of an additional premium of \$<dollars> charged, it is agreed that:

1. For the purposes of this endorsement the term **Controlling Shareholder** means any individual or entity that directly or indirectly owns more than fifteen percent (15%) of the securities representing the right to elect such entity's directors, or the equivalent thereof if such entity is not a corporation. The term **Controlling Shareholder** shall include any director, officer, partner or principal of a **Controlling Shareholder** that is an entity; provided that such entity's employees and controlling shareholders shall not be considered **Controlling Shareholders** for the purposes of this endorsement.
2. The term **Insured Individual** is amended to include any **Controlling Shareholder** of the **Policyholder**, but only with respect to **Securities Claims** that are made and maintained against another **Insured**, other than a **Controlling Shareholder**.

All coverage under this endorsement shall be part of and not in addition to the Insurer's maximum aggregate Limit of Liability as set forth in Item 3. of the Declarations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

OFFERING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any offering of securities after *<date>* that is subject to registration with the United States Securities and Exchange Commission pursuant to the Securities Act of 1933.
2. Paragraph 1. of this endorsement shall not apply if **Policyholder** provides the Insurer notice of the offering described in paragraph 1. above thirty (30) days prior to the effective date of such offering and the **Insureds** accept any additional terms, condition or limitations and pay any additional premium that the Insurer, in its sole discretion, may require.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

OFFERING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from in consequence of or in any way involving any offering of securities after *<date>* where the total amount value of such offering, including any over allotment options, is greater than *<dollar amount>* and that is subject to registration with the United States Securities and Exchange Commission pursuant to the Securities Act of 1933.
2. Paragraph 1. of this endorsement shall not apply if **Policyholder** provides the Insurer notice of the offering described in paragraph 1. above thirty (30) days prior to the effective date of such offering and the **Insureds** accept any additional terms, condition or limitations and pay any additional premium that the Insurer, in its sole discretion, may require.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RUN-OFF ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section I. Insuring Agreements of this Policy is deleted and amended to read in its entirety as follows:

I. INSURING AGREEMENTS

The Insurer shall pay in connection with a **Wrongful Act** which takes place before *<date>*:

- A. all **Loss** on behalf of any **Insured Individual** which is not indemnified by the **Policyholder** arising from any **Claim** for a **Wrongful Act** first made against such **Insured Individual**;
- B. all **Loss** on behalf of the **Policyholder** for which the **Policyholder** grants indemnification to any **Insured Individual**, as permitted or required by law, arising from any **Claim** for a **Wrongful Act** first made against such **Insured Individual**;
- C. all **Loss** on behalf of the **Policyholder** arising from any **Securities Claim** for a **Wrongful Act** first made against the **Policyholder**;
- D. all **Investigation Costs** on behalf of the **Policyholder** arising from any **Shareholder Derivative Demand** for a **Wrongful Act** first made; or
- E. all **Loss** on behalf of any **Insured Individual** arising from any **Claim** for a **Wrongful Act** while serving in an **Outside Position** first made against such **Insured Individual**;

during the **Policy Period** and reported in writing to the Insurer as soon as practicable after any of the **Policyholder's Insureds** first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period** or Extended Reporting Period, if applicable.

Insuring Agreement E. shall be specifically excess of any indemnification and insurance available to such **Insured Individual** from the **Outside Entity**.

2. Section II. C., Section VIII. B. 2. of this Policy and Item 5. of the Declarations are deleted in their entirety.
3. Section VIII. D., Cancellation/Nonrenewal, subparagraphs 1. and 4. of this Policy are hereby deleted in their entirety. The premium for this Policy shall be deemed fully earned as of the inception of the **Policy Period** listed in Item 2. of the Declarations.
4. In all events the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** for any **Wrongful Act** actually or allegedly committed on or after *<date>*.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

JOINT VENTURE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that, the term **Subsidiary**, as defined in Section III., Definitions, of this Policy, shall include any joint venture in which the **Parent Corporation**, either directly or indirectly:

(a) owns a 50% equity interest; and

(b) has management control;

on or before the effective date of this Policy or after the effective date of this Policy if the entity is covered pursuant to Section VIII.B.1., solely with regard to **Wrongful Acts** occurring at or after the time the **Parent Corporation** satisfied the conditions set forth in (a) and (b) above.

All other provisions remain unchanged.

Authorized Representative

Date

By: _____

Printed in USA

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PENDING AND PRIOR CLAIMS EXCLUSION (FOR INCREASED LIMITS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section IV. Exclusions A. 2. of this Policy is deleted and amended to read in its entirety as follows:
 - "2. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<Prior and Pending Date>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
 - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**;"
2. Notwithstanding paragraph 1. above, with respect to the limit of liability *<dollar amount>* excess of *<dollar amount2>* of this Policy, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<date2>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;
 - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

MODIFIED REGULATORY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against any **Insured(s)** based upon, arising from or attributable to any violation(s) of any local, state or federal administrative or regulatory statute, code, rule or regulation or procedure as well as any and all **Claim(s)** brought by any local, state or federal governmental body and/or any agency or subdivision thereof, provided that this exclusion shall not apply to:

- 1) any **Claim** that is employment-related and is brought on behalf of a past, present or future employee of the **Policyholder**; or
- 2) a **Securities Claim**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND BODILY INJURY / PROPERTY DAMAGE EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, is agreed that, Section IV., Exclusions, A. 3. is deleted and amended to read in its entirety as follows:

- "3. "based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof;"

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CONTINUITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. C., Representations and Severability With Respect to the Application, is deleted and amended to read in its entirety as follows:

In granting coverage to any one of the **Insureds**, the Insurer has relied upon the statements made in the written **Application** for this Policy and all information provided to the Insurer and upon the statements in the original written application submitted as of the Continuity Date, if any, set forth in Item 7. in the Declarations. All such statements are the basis of this Policy and shall be incorporated in and constitute part of this Policy.

In order to determine if coverage is available:

1. only facts pertaining to and knowledge possessed by any chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, in house general counsel, or risk manager of the **Policyholder** shall be imputed to the **Policyholder**; and
2. no declaration or statement in the Application or knowledge possessed by the **Policyholder** or any **Insured Individual** shall be imputed to any other **Insured Individual**. Such written Application(s) for coverage shall be construed as a separate Application for coverage by each **Insured Individual**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

LIMITED PARTNERSHIP ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. The term "**Insured Individual**," as defined in Section III., Definitions, F. of this Policy is amended to include any natural person serving as a general partner of a **Limited Partnership**.
2. Section III., Definitions, N. of this Policy is deleted and amended to read in its entirety as follows:

"**Parent Company** means the company or limited partnership designated in Item 1. in the Declarations."
3. Section III., Definitions, O. of this Policy is deleted and amended to read in its entirety as follows:

"**Policyholder** means:
 1. the **Parent Company** and its **Subsidiaries**, including any such organization as a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law;
 2. any foundation, charitable trust or political action committee controlled by the **Parent Company** and/or its **Subsidiaries**;
 3. any **Limited Partnership**; and
 4. any entity serving as a general partner of a **Limited Partnership**."
4. Section III., Definitions, subparagraph U.1. is deleted and amended to read in its entirety as follows:

"1. owns more than fifty (50) percent of the issued and outstanding voting stock or other equity interests; or"
5. Section VIII. B. 2. is deleted and amended to read in its entirety as follows:

"2. Acquisition of **Parent Company**

If, during the **Policy Period**, any of the following events occurs:
 - (a) the acquisition of the **Parent Company**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Parent Company** into or with another entity such that the **Parent Company** is not the surviving entity; or
 - (b) the acquisition by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least fifty (50) percent of the directors of the **Parent Company**; or

- (c) the acquisition of fifty percent (50%) or more of the equity interest of the **Parent Company**;

then coverage under this Policy shall continue until termination of the **Policy Period** and shall not be cancellable by the **Parent Company**, but only with respect to **Wrongful Acts** occurring prior to such merger, consolidation or acquisition. The **Parent Company** shall give written notice of such merger, consolidation or acquisition to the Insurer as soon as practicable together with such information as the Insurer may require. However, coverage under this Policy will cease as of the effective date of such event with respect to **Wrongful Acts** occurring after such event. The appointment by any state or federal official, agency or court of any receiver, trustee, examiner, conservator, liquidator, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Parent Company**, or the **Parent Company** becoming a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law, shall not be considered an acquisition within the meaning of this Subsection."

6. The Insurer shall not be liable for any **Loss** arising from any **Claim** made against any **Insured** based upon, arising from, or attributable to any actual or alleged commingling of funds by an **Insured**.
7. For the purposes of this endorsement, the term **Limited Partnership** means each limited partnership scheduled below.

<list limited partnerships>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF SUBSIDIARY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of an additional premium of \$*<dollar amount>*, it is agreed that Section III., Definitions, U. **Subsidiary** is amended to include the following:

<subsidiary name>

Provided, however, that coverage afforded by this endorsement shall not apply to that portion of **Wrongful Acts** and **Interrelated Wrongful Acts** committed, attempted, or allegedly committed or attempted, prior to *<specific date>*.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND ITEM 6. OF THE DECLARATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that:

1. Item 6. of the Declarations page is deleted and replaced with the following:

Item 6. Pending or Prior Claim Date:

Section I. Insuring Agreement A *<date-ins-agreeA>*

Section I. Insuring Agreement B. *<date-ins-agreeB>*

Section I. Insuring Agreement C *<date-ins-agreeC>*

Section I. Insuring Agreement D *<date-ins-agreeD>*

Section I. Insuring Agreement E *<date-ins-agreeE>*

- 2 Section IV., Exclusions, A.2.(a) is deleted and amended to read in its entirety as follows:

- (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to the applicable Pending or Prior Claim Date set forth in Item 6. in the Declarations, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;
or

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND ERISA EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section IV. A. 6., of this Policy is deleted and replaced with the following:

6. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 and amendments thereto or similar provisions of any federal, state or local statutory law or common law or the equivalent law of any other country in connection with any pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing benefits to the employees of the **Policyholder**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that in consideration of the premium charged, it is hereby understood that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the **Policyholder's** or any **Insured's** performance of or failure to perform professional services or medical services for others for a fee, or any act, error or omission relating thereto, including, but not limited to any software design, development, implementation to installation or computer programming services offered in connection therewith.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ACQUISITION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII., General Conditions, B. 1. (a) of this Policy is deleted and replaced with the following:

- (a) If, after the effective date of this Policy, the **Policyholder**:
- (i) creates or acquires an entity;
 - (ii) merges with another entity such that the **Policyholder** is the surviving entity; or
 - (iii) assumes voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees of an entity;

then such entity and any subsidiaries shall be deemed to be a **Subsidiary**, only if the fair market value of all cash, securities, assumed indebtedness and other consideration paid by the **Policyholder** in such creation, merger, acquisition or assumption does not exceed *<insert number word> (<insert number %>)* percent of the total consolidated assets of the **Policyholder** as of the date of the **Policyholder's** most recent audited consolidated financial statement prior to such creation, merger, acquisition or assumption.

Notwithstanding the above, if such consideration paid exceeds *<insert number word> (<insert number %>)* percent of the total consolidated assets of the **Policyholder**, this Policy shall provide insurance for such entities and any subsidiaries and their directors, officers, trustees, **Managers** or employees for a period of ninety (90) days after the effective date of such creation, merger, acquisition or assumption. At its sole option and upon submission of any and all information as it may require, the Insurer may, upon payment of any additional premium or modification of the provisions of this Policy that may be warranted, extend the insurance otherwise afforded through this Subsection.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF INSURED INDIVIDUAL(S) ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section III., Definitions, F. of this Policy is deleted and amended to read in its entirety as follows:

- F. **Insured Individual(s)** means any one or more natural persons who are past, present or future duly elected or appointed director(s), officer(s), trustee(s) or **Manager(s)** of the **Policyholder** or their functional equivalent if serving in such a position outside the United States.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

UNDERWRITER AND IPO LADDERING EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** which is based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any:

- a. securities underwriter actually or allegedly receiving undisclosed, excessive or improper commissions or other compensation;
- b. securities underwriter actually or allegedly entering into tie-in or laddering arrangements with certain investors pursuant to which the investors would be allocated securities of the **Policyholder** in a securities offering in exchange for the investors agreeing to purchase additional securities of the **Policyholder** in the after-market;
- c. securities underwriter actually or allegedly improperly allocating securities of the **Policyholder** to certain investors; or
- d. securities underwriter or any **Insured** actually or allegedly misrepresenting, omitting to disclose or failing to accurately disclose or represent any of the foregoing, intentionally or otherwise;

in connection with the offering and/or distribution of securities by or on behalf of the **Policyholder**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

JOINT VENTURE EXTENSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that the term "**Wrongful Act**," as defined in Section III., Definitions, of this Policy, is amended to include any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed by **Insured Individuals** in their respective capacities as a Management Committee member of the Joint Venture(s) listed below; provided such service was at the direction or request of the **Policyholder**.

Further, coverage as is afforded by virtue of this endorsement shall be specifically excess of any insurance in force as respects to these Joint Venture(s) and any indemnification provided by these Joint Venture(s) as well as indemnification provided by the **Policyholder**. Further, if said other insurance in force as respects to any such Joint Venture(s) is provided by the Insurer, an affiliate thereof, or any member company of Axis Group of Insurance Companies (or would be provided but for the application of the retention amount, the exhaustion of the Limit of Liability or the failure to submit the claim), then the Limit of Liability for all **Loss** by virtue of this endorsement with the respect of any such Joint Venture(s) shall be reduced by the Limit of Liability (as set forth on the Declarations Page) of such other Axis Group of Insurance Companies member company insurance provided to such Joint Venture(s).

Furthermore, it is understood and agreed that coverage as is afforded by virtue of this endorsement shall not apply to any claim or claims for any alleged **Wrongful Act**: (i) occurring at any time when the **Insured** was not sitting as a Management Committee member of the Joint Venture(s) at the specific written request of the **Policyholder**, or (ii) if, as of the effective date of the first Directors, Officers and Corporate Liability Policy issued by the Insurer to the **Policyholder** first named in Item 1. of the Declarations page and continuously renewed and maintained in effect with the Insurer to the effective date of the policy, (or in the case of a newly appointed or elected **Insured Individual**, as of the appointment or election date of a each such Insured) the Insured(s), as of such date, knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.

Furthermore, it is understood agreed that as respects coverage as is afforded by virtue of this endorsement, the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Claims** made against a Management Committee member which are brought by, or on behalf of, or in the right of the Joint Venture(s) or any subsidiary, affiliate, or director, officer, partner, or successor thereof or thereto; or which are brought by any security holder of the Joint Venture(s), whether directly or derivatively, unless such claim(s) is instigated and continued totally independent of, and totally without the solicitation of, assistance of, or active participation of, or intervention of, the Joint Venture(s).

Furthermore, provided that for the purpose of the applicability of the coverage provided by this endorsement, the **Policyholder** will be conclusively deemed to have indemnified the Management Committee members to the extent that the **Policyholder** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Policyholder**. The **Policyholder** hereby agrees to indemnify the Management Committee members to the fullest extent permitted by law including the making in good faith of any required application for court approval.

The list of the Joint Ventures and Individuals to which this endorsement applies is as follows:

JOINT VENTURE

<insert joint venture>

INDIVIDUAL(S)

<insert individual(s)>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

NON STACKING OF LIMITS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that as respects any **Claim** under this Policy for which coverage is also afforded under *<list other policy>* issued by the Insurer, an affiliate thereof, or by any other member of what is commonly referred to as the Axis Group of Insurance Companies, or if coverage would be provided but for the exhaustion of the Limit of Liability or the applicability of the retention amount or Retention of such policy(ies) (any such policy an "Axis Insurance Policy"), the Limit of Liability provided by virtue of this Policy shall be reduced by the Limit of Liability provided under said other Axis Insurance Policy.

Notwithstanding the above, in the event such other Axis Insurance Policy has a provision like this one, then the above paragraph will not apply but instead:

- 1) the Insurer shall not be liable under this Policy for a greater proportion of the **Loss** than the applicable Limit of Liability under this Policy bears to the total Limit of Liability of all such policies; and
- 2) the maximum amount payable under all such policies shall not exceed the Limit of Liability of the policy which has the highest available Limit of Liability.

Nothing contained in this endorsement shall be construed to increase the Limit of Liability of this Policy which shall in all events be the maximum liability of the Insurer under this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

INCREASED LIMIT ENDORSEMENT AND PENDING AND PRIOR CLAIMS EXCLUSION (FOR INCREASED LIMITS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged it is agreed that:

1. Solely with respect to **Claims** made on or after the effective date of this endorsement, Item 3. Limits of Liability is deleted and amended to read in its entirety as follows:
 - (A) Maximum aggregate Limit of Liability for all **Claims** under Section I. Insuring Agreements combined \$ _____
 - (B) Maximum aggregate Sublimit of Liability for all **Investigation Costs** under Section I. Insuring Agreement D. \$ _____
2. Section IV., Exclusions, A. 2. of this Policy is deleted and amended to read in its entirety as follows:
 - "2. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<Prior and Pending Date>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
 - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**;"
3. Notwithstanding paragraph 1. above, with respect to the limit of liability *<dollar amount>* excess of *<dollar amount2>* of this Policy, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<date2>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;
 - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ANTITRUST SUBLIMIT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. The Insurer's maximum limit of liability for **Loss** arising from any **Antitrust Claim** is \$<sublimit> which amount is part of and not in addition to the maximum aggregate Limit of Liability set forth in Item 3. of the Declarations of this Policy.
2. For the purposes of this endorsement the term **Antitrust Claim** means any **Claim** for a **Wrongful Act** concerning any actual or alleged violation of any federal, state or local law whether statutory, regulatory or common law respecting any of the following activities: business competition, prevention of monopolies, unfair trade practices or tortious interference in another's business or contractual relationships or antitrust activities; including, but not limited to, any actual or alleged violation of the Interstate Commerce Act of 1887, the Sherman Antitrust Act of 1890, the Clayton Act of 1914, the Robinson-Patman Act of 1936; the Cellar-Kefauver Act of 1950, or the Federal Trade Commissions Act of 1914, or any amendment to any of the proceeding.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

NOTICE OF CLAIM ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section I. Insuring Agreements is deleted and amended to read in its entirety as follows:

The Insurer shall pay in connection with a **Wrongful Act** which takes place before or during the **Policy Period**:

- A. all **Loss** on behalf of any **Insured Individual** which is not indemnified by the **Policyholder** arising from any **Claim** for a **Wrongful Act** first made against such **Insured Individual**;
- B. all **Loss** on behalf of the **Policyholder** for which the **Policyholder** grants indemnification to any **Insured Individual**, as permitted or required by law, arising from any **Claim** for a **Wrongful Act** first made against such **Insured Individual**;
- C. all **Loss** on behalf of the **Policyholder** arising from any **Securities Claim** for a **Wrongful Act** first made against the **Policyholder**;
- D. all **Investigation Costs** on behalf of the **Policyholder** arising from any **Shareholder Derivative Demand** for a **Wrongful Act** first made; or
- E. all **Loss** on behalf of any **Insured Individual** arising from any **Claim** for a **Wrongful Act** while serving in an **Outside Position** first made against such **Insured Individual**;

during the **Policy Period** or Extended Reporting Period, if applicable, and reported in writing to the Insurer as soon as practicable after any of the **Policyholder's Executive Officers** first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period** or Extended Reporting Period, if applicable.

Insuring Agreement E. shall be specifically excess of any indemnification and insurance available to such **Insured Individual** from the **Outside Entity**.

2. For the purposes of this Endorsement the term **Executive Officer(s)** means any one or more natural persons who are a past, present or future chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, in-house general counsel, or risk manager of the **Policyholder**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

**REPRESENTATIONS AND SEVERABILITY WITH RESPECT TO APPLICATION
(AMENDED)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that Section VIII. C. of this Policy is hereby amended by the addition of the following paragraph immediately following Section VIII. C. 2:

Notwithstanding the foregoing, it is agreed that this Policy shall not be rescindable by the Insurer with respect to any **Claim** against an **Insured Individual** for which coverage is afforded solely under Insuring Agreement A and for which:

1. The **Policyholder** is not permitted by law to indemnify such **Insured Individuals**; or
2. The **Policyholder** is permitted to indemnify such **Insured Individuals**, but does not indemnify such **Insured Individuals** solely because of **Financial Impairment**.

Notwithstanding the foregoing, nothing herein shall affect the Insurer's rights under this Policy to adjust, investigate or deny claims or to otherwise reserve its rights under this Policy with respect to any **Claim** under any Insuring Agreement.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section IV. A.10. of this Policy is deleted and amended to read in its entirety as follows:

10. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) the gaining of any profit, remuneration, or advantage to which the **Insured** was not legally entitled if a judgment, final adjudication or alternate dispute resolution proceeding establishes such illegal profit, remuneration, or advantage to which the **Insured** was not legally entitled; or
 - (b) any criminal or deliberately fraudulent act, error or omission by an **Insured** if a judgment, final adjudication or alternate dispute resolution proceeding establishes any criminal or deliberately fraudulent act, error or omission by an **Insured**.

With respect to exclusion A. 10 set forth above no fact pertaining to, knowledge possessed by or conduct by any **Insured Individual** shall be imputed to any other **Insured Individual**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

DELETE FAILURE TO MAINTAIN INSURANCE EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section IV., Exclusions, A. 8. of this Policy is deleted.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND ACQUISITION THRESHOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. B. 1. of this Policy is deleted and amended to read in its entirety as follows:

B. Transactions That Impact Coverage

1. Acquisition or Creation of Another Organization

(a) If, after the effective date of this Policy, the **Policyholder**:

- (i) creates or acquires an entity;
- (ii) merges with another entity such that the **Policyholder** is the surviving entity; or
- (iii) assumes voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees of an entity;

then such entity and any subsidiaries shall be deemed to be a **Subsidiary**, only if the fair market value of all cash, securities, assumed indebtedness and other consideration paid by the **Policyholder** in such creation, merger, acquisition or assumption does not exceed **<SPELL OUT NUMBER> (<NUMBER>)** percent of the total consolidated assets of the **Policyholder** as of the date of the **Policyholder's** most recent audited consolidated financial statement prior to such creation, merger, acquisition or assumption.

Notwithstanding the above, if such consideration paid exceeds **<SPELL OUT NUMBER> (<NUMBER>)** percent of the total consolidated assets of the **Policyholder**, this Policy shall provide insurance for such entities and any subsidiaries and their directors, officers, trustees, **Managers** or employees for a period of ninety (90) days after the effective date of such creation, merger, acquisition or assumption. At its sole option and upon submission of any and all information as it may require, the Insurer may, upon payment of any additional premium or modification of the provisions of this Policy that may be warranted, extend the insurance otherwise afforded through this Subsection.

- (b) There shall be no coverage for any **Wrongful Act** by such created, acquired or merged entity or by any persons or entities considered to be **Insureds** pursuant to paragraph (a) above, where such **Wrongful Act** occurred in whole or in part before the effective date of such creation, acquisition or merger or for any **Wrongful Act** occurring on or after such date which, together with any **Wrongful Acts** occurring before such date, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXCLUSION A. 5. ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that solely for the purposes of Section IV. EXCLUSIONS, A. 5., of this **Policy** the term **Insured Individual** and **Insured** shall not include any natural person who is a "Whistleblower" protected pursuant to Section 806 of the Sarbanes-Oxley Act of 2002.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RUN-OFF ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section II., Coverage Extensions, Subsection C., Extended Reporting Period, of this Policy shall be hereby amended to include, after the existing third paragraph, the following language:

If the **Parent Company** is acquired as described in Section VIII.B.2., the **Policyholder** or the **Insured Individuals** shall have the right, upon payment of the additional premium set forth below, to a Runoff Period of three (3) years or six (6) years following the termination of the **Policy Period**, but only with respect to any **Wrongful Act** occurring prior to the effective date of such acquisition (hereinafter "Runoff Period").

<u>Runoff Period</u>	<u>Maximum Additional Premium Percentage (Percentage of annualized premium for the Policy Period)</u>
Three (3) Years	<premium for 3 yr>
Six (6) Years	<premium for 6 yr>

However, the Insurer may, in its sole discretion and subject to any additional terms, conditions and premiums required by the Insurer, agree by written endorsement to this Policy to any other Runoff Period requested by the **Insureds**.

This right to elect any Runoff Period shall lapse unless written notice of the length of the period being elected, together with payment of the additional premium due, is given by the **Policyholder** or **Insured Individual** and is received by the Insurer within sixty (60) days following the effective date of the merger, consolidation or acquisition event. Coverage under the Runoff Period shall apply only to a **Claim** that is first made against the **Policyholder** or **Insured Individual** during the Runoff Period, and any **Claim** made during the Runoff Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability applicable to the Runoff Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**. Notwithstanding the foregoing, the Insurer may elect, at its sole option, to provide a Limit of Liability applicable to the Runoff Period which is in addition to, and not part of, the Limit of Liability for the immediately preceding **Policy Period**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

DEFENSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. The first paragraph in Section V.C. of this Policy is deleted and replaced in its entirety with the following:

It shall be the **Insureds'** duty and not the Insurer's duty to defend, investigate and evaluate Claims. The Insurer, however, shall have the right and shall be given the opportunity to effectively associate with the **Insureds** in the investigation, defense and settlement, including but not limited to the negotiation of a settlement, of any **Claim** that appears reasonably likely to be covered in whole or in part hereunder. The **Insureds** shall provide the Insurer with all information, assistance and cooperation which the Insurer reasonably requests and shall do nothing that may prejudice the Insurer's potential or actual rights of recovery with respect to **Loss** paid on account of a **Claim**. Subject to Section IX, Allocation, the Insurer shall advance on behalf of the **Insureds** **Defense Costs** which the **Insureds** have incurred in connection with **Claims** made against them, prior to the final disposition of such **Claims**, provided that to the extent it is finally established that any such **Defense Costs** are not covered under this Policy, the **Insureds**, severally according to their interests, shall repay such **Defense Costs** to the Insurer.

2. A new Section, Allocation, is added to this Policy as follows:

IX. ALLOCATION

If in any **Claim**, the **Insureds** who are afforded coverage for such **Claim** incur **Loss** jointly with others (including other **Insureds**) who are not afforded coverage for such **Claim**, or incur an amount consisting of both **Loss** covered by this Policy and loss not covered by this Policy because such **Claim** includes both covered and uncovered matters, then the **Insureds** and the Insurer agree to use their best efforts to determine a fair and proper allocation of covered **Loss**. The Insurer's obligation shall relate only to those sums allocated to matters and **Insureds** which are afforded coverage. In making such determination, the parties shall take into account the relative legal exposures of the **Insureds** in connection with the defense and/or settlement of the **Claim**.

If the **Insureds** and the Insurer agree on an allocation of **Defense Costs**, the Insurer shall advance **Defense Costs** allocated to the covered **Loss**. If the **Insureds** and the Insurer cannot agree on an allocation of **Defense Costs**, the Insurer shall advance on a current basis **Defense Costs** which the Insurer believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined.

Any negotiated, arbitrated or judicially determined allocation of **Defense Costs** on account of a **Claim** shall be applied retroactively to all **Defense Costs** on account of such **Claim**, notwithstanding any different allocation made in connection with any prior advancement of **Defense Costs**. Any allocation or advancement of **Defense Costs** on account of a **Claim** shall not apply to or create any presumption with respect to the allocation of other **Loss** arising from such **Claim** or any other **Claim**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

DISCRIMINATORY PRACTICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that, the Insurer shall not be liable for any **Loss** arising from any **Claim** or **Third Party Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any actual or alleged discrimination with respect to housing, real estate, lending, securities brokerage activities, banking, investment banking, insurance or other financial products or services, including but not limited to the withholding of loans or insurance from geographical areas considered to be poor economic risks or other activities commonly referred to as "redlining."

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CONTINUITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. B., Representations and Severability With Respect to the Application, is deleted and amended to read in its entirety as follows:

In granting coverage to any one of the **Insureds**, the Insurer has relied upon the statements made in the written Application for this Policy and all information provided to the Insurer and upon the statements in the original written application submitted as of the Continuity Date, if any, set forth in Item 10. in the Declarations. All such statements are the basis of this Policy and shall be incorporated in and constitute part of this Policy.

In order to determine if coverage is available:

1. only facts pertaining to and knowledge possessed by any chair person of the board of directors, president, chief executive officer, chief operating officer, in house general counsel, human resources manager or risk manager of the **Policyholder** shall be imputed to the **Policyholder**; and
2. no declaration or statement in the Application or knowledge possessed by the **Policyholder** or any **Insured Individual** shall be imputed to any other **Insured Individual**. Such written Application(s) for coverage shall be construed as a separate Application for coverage by each **Insured Individual**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SUBLIMIT OF LIABILITY FOR THIRD PARTY CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that the Insurer's maximum limit of liability for **Third Party Claims** for **Wrongful Third Party Acts** is \$<sublimit> which amount is part of and not in addition to the maximum aggregate Limit of Liability set forth in Item 3. of the Declarations of this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RUN-OFF ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of *<insert "an additional" or "a return">* premium of *<\$dollars>*, it is agreed that:

1. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** for any **Wrongful Act** actually or allegedly committed on or after *<date>*.
2. Item 2. of the Declarations is deleted and amended to read in its entirety as follows:

Item 2. **Policy Period:**

From 12:01 AM (Local time at the address stated in Item 1) on *<keep original date>*
To 12:01 AM (Local time at the address stated in Item 1) on _____
3. Section II. C., Section VIII A.2. of this Policy and Item 5. of the Declarations are deleted in their entirety.
4. All references in this Policy to Extended Reporting Period are hereby deleted.
5. Section VIII C., Cancellation/Nonrenewal, subparagraphs 1. and 4. of this Policy are hereby deleted in their entirety. The premium for this Policy shall be deemed fully earned as of the inception of this **Policy Period** listed in Item 2. of the Declarations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RUN-OFF ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section I. Insuring Agreements of this Policy is deleted and amended to read in its entirety as follows:

- I. **INSURING AGREEMENTS**

The Insurer shall pay in connection with a **Wrongful Act** which takes place before <date> all **Loss** on behalf of the **Insureds** arising from:

- A. a **Claim** for a **Wrongful Employment Act** made against any **Insured** by or on behalf of any **Employee**; or
- B. a **Third Party Claim** for a **Wrongful Third Party Act** made against any **Insured** , but solely if **Third Party Claim** Coverage is included in Item 7. in the Declarations; or

provided that the **Claim** is first made against the **Insureds** during the **Policy Period** or the Extended Reporting Period, if applicable, and reported in writing to the Insurer as soon as practicable after any **Insured** first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period** or the Extended Reporting Period, if applicable.

2. Section II. C., Section VIII. A. 2. of this Policy and Item 5. of the Declarations are deleted in their entirety.
3. Section VIII. C., Cancellation/Nonrenewal, subparagraphs 1. and 4. of this Policy are hereby deleted in their entirety. The premium for this Policy shall be deemed fully earned as of the inception of this **Policy Period** listed in Item 2. of the Declarations.
4. In all events the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** for any **Wrongful Act** actually or allegedly committed on or after <date>.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SEPARATE RETENTION FOR THIRD PARTY CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, notwithstanding anything in this Policy to the contrary it is agreed that with respect to **Third Party Claims** for **Wrongful Third Party Acts** the Insurer shall only be liable for that part of **Loss** that is excess of \$<DOLLAR AMOUNT>, such amount shall be the retention with respect to such **Third Party Claims**, regardless of whether such **Third Party Claims** is indemnifiable, and such retention shall be uninsured and borne by the **Policyholder** at its own risk.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXCLUSIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section IV., Exclusions, A. 11. is deleted.
2. Section IV., Exclusions, A. 10. is amended by adding the word "or" to the end thereof.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section IV., Exclusions, A. 8. is deleted and amended to read in its entirety as follows:

- "8. based upon, arising out of, directly or indirectly resulting from, in consequence or in any way involving bodily injury, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof; provided that this exclusion shall not apply to with respect to any actual or alleged mental anguish or emotional distress in a **Claim** or **Third Party Claim** for a **Wrongful Act** by an **Insured**."

The Insurer shall not have the duty to defend any **Claim** which is excluded by the amendments made by this endorsement to the above exclusion.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND BODILY INJURY / PROPERTY DAMAGE EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section IV., Exclusions, A. 8. is deleted and amended to read in its entirety as follows:

8. for actual or alleged bodily injury, mental anguish, emotional distress, humiliation, assault, battery, sickness, disease, or death of any person or damage to or destruction of any tangible property including loss of use thereof; provided that this exclusion shall not apply with respect to any actual or alleged mental anguish, or emotional distress in a **Claim** or **Third Party Claim** for a **Wrongful Act** by an **Insured**;

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section IV. A. 12. of this Policy is deleted in its entirety and amended to read in its entirety as follows:

12. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:

(a) the gaining of any profit, remuneration, or advantage to which the **Insured** was not legally entitled; or

(b) any criminal or deliberately fraudulent act, error or omission by an **Insured**;

if evidenced by any judgment, final adjudication or alternate dispute resolution proceeding.

With respect to exclusion A. 12 (b) set forth above no knowledge possessed by any **Insured Individual** shall be imputed to any other **Insured Individual**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF APPLICATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section III. A., of this Policy is deleted in its entirety and replaced with the following:

Application means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other such documents submitted in connection with the underwriting of this policy or the underwriting of any other employment practices liability policy issued by the Insurer, or any of its affiliates, of which this policy is a renewal, replacement or which succeed it in time.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

NOTICE OF CLAIM ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section I. Insuring Agreements is deleted and amended to read in its entirety as follows:

I. INSURING AGREEMENTS

The Insurer shall pay in connection with a **Wrongful Act** which takes place before or during the **Policy Period** all **Loss** on behalf of the **Insureds** arising from a:

- A. **Claim** for a **Wrongful Employment Act** made against any **Insured** by or on behalf of any **Employee**; or
- B. **Third Party Claim** for a **Wrongful Third Party Act** made against any **Insured**, but solely if **Third Party Claim** Coverage is included in Item 7. in the Declarations;

provided that the **Claim** is first made against the **Insureds** during the **Policy Period** or the Extended Reporting Period, if applicable, and reported in writing to the Insurer as soon as practicable after the President, Chairperson of the Board of Directors, Chief Executive Officer, Chief Operations Officer, Chief Financial Officer, Human Resource Manager, general counsel or risk manager of the **Policyholder**, or the equivalent thereof, first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period** or the Extended Reporting Period, if applicable.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMENDED EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section IV. A. 1., EXCLUSIONS, is deleted and replaced in its entirety with the following:

1. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any fact, circumstance, transaction, event or Wrongful Act which before the Inception Date set forth in Item 2. of the Declarations, was the subject of any notice of claim, loss or notice of potential claim or potential loss given under any other policy of insurance that includes coverage for any Wrongful Employment Act or Wrongful Third Party Act.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND ACQUISITION THRESHOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. A. 1. (a) of this Policy is deleted and amended to read in its entirety as follows:

(a) the **Policyholder**:

- (i) creates or acquires an entity;
- (ii) merges with another entity such that the **Policyholder** is the surviving entity; or
- (iii) assumes voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees of an entity (hereinafter (i)-(iii) of this subsection each a "Transaction");

then such entity and any subsidiaries shall be deemed to be a **Subsidiary**, only if the total number of employees in such entity and any subsidiaries prior to such Transaction does not exceed twenty-five percent (25%) of the total number of **Employees** immediately prior to such Transaction.

Notwithstanding the above, if the **Policyholder** engages in a Transaction and the total number of employees of the **Policyholder** after such Transaction exceeds one hundred and twenty five percent (125%) of the total number of **Employees** immediately prior to such Transaction, then this Policy shall provide insurance for such entities and any subsidiaries and their directors, officers, trustees, or employees, as for a period of ninety (90) days after the effective date of such Transaction. At its sole option and upon submission of any and all information as it may require, the Insurer may, upon payment of any additional premium or modification of the provisions of this Policy that may be warranted, extend the insurance otherwise afforded through this subparagraph.

There shall be no coverage for any **Wrongful Act** by such created, acquired or merged entity or by any persons or entities considered to be **Insureds** pursuant to paragraph (a) above, where such **Wrongful Act** occurred before the effective date of such creation, acquisition or merger.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PRE-APPROVED COUNSEL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that notwithstanding anything to the contrary in this Policy, but subject to the conditions set forth below, the **Insureds** will be permitted to use **<NAME OF FIRM>**, to represent them in defense of **Claims** under this Policy, subject to the notice provisions of this Policy. No coverage will be provided for any **Defense Costs** incurred under this Policy, including by the law firm named above, prior to the **Insured** providing notice of such **Claim** to the Insurer and the **Insured** obtaining the Insurer's consent to incur such costs. The foregoing permission, and the Insurer's obligation to pay **Defense Costs** to such counsel pursuant to this endorsement, is expressly conditioned on the Insurer's receipt from such counsel of a written consent, in form reasonably acceptable to the Insurer, to the following:

- a) Such counsel shall adhere in all respects to the Insurer's Litigation Management Program, Procedures for Reporting and Billing guidelines for counsel; and
- b) The Insurer shall pay such counsel a maximum rate of **\$<DOLLAR AMOUNT>** dollars per hour for work performed by a partner of the law firm mentioned above and a maximum rate of **\$<DOLLAR AMOUNT>** per hour for all work performed by any associates of such firm. Additionally, the maximum rate the Insurer will pay for services performed by a paralegal shall be **\$<DOLLAR AMOUNT>**.

The Insurer's consent to use the law firm listed above is limited to the following area of expertise or practice area:

<PRACTICE AREA>

Additionally, the Insurer's permission to use the law firm listed above shall be limited to the following geographic area:

<GEOGRAPHIC AREA>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

BORDEREAU REPORTING OF CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. In lieu of the reporting obligations set forth in Section I. of this Policy, except as specified herein, the **Policyholder**, on behalf of all **Insureds**, shall provide to the Insurer at quarterly intervals during the **Policy Period** a bordereau report of all **Claims** first made against the **Insureds** during the **Policy Period**. The first of these reports shall be provided three (3) months after the inception of the **Policy Period** and every three (3) months thereafter. The last of these reports must be received by the Insurer no later than sixty (60) days after the expiration of the **Policy Period** or the Extended reporting Period, if applicable.

Bordereau reporting shall apply only to **Claims** and not to matters that may be reported pursuant to Section VI., Awareness Provision of this Policy.

The bordereau report must provide the following information for each **Claim** listed thereon, current as of the date of the report:

- a. Claimant(s) identity ;
 - b. Date the **Claim** was first made against any **Insured** and the date(s) of the acts alleged to have given rise to the **Claim**;
 - c. Brief description of the nature of the **Claim** and the allegations contained in the **Claim**;
 - d. Form and forum of the **Claim** (indicate the court, administrative proceeding, arbitration or other proceeding venue, as well as written demand if that is the form of **Claim**);
 - e. Amount of monetary relief sought;
 - f. List all counsel retained to represent the **Insureds**;
 - g. details of any offers of settlement made in the **Claim**; and
 - h. Status of **Claim** and **Defense Costs** incurred to date.
2. In consideration of bordereau reporting, it is agreed that the **Insureds** shall waive any right to receive a written statement of the Insurer's position with regard to coverage for any **Claim** reported on the bordereau, unless and until the **Insureds** are required or elect to report such **Claim** individually in addition to listing on the bordereau, as specified below.

The following **Claims** must be individually reported pursuant to the Insurer as soon as practicable after any **Insured** first becomes aware of such **Claim** pursuant to Section I. Insuring Agreements of this Policy, in addition to listing on the bordereau:

- a. Class actions, including alleged class actions prior to certification, or **Claims** those involving two or more claimants in a single suit or proceeding;
- b. **Third Party Claims**;
- c. A civil proceeding brought or maintained by a governmental entity, department or agency alleging **Wrongful Acts** by an **Insured** against one or more classes or groups of similarly situated individuals; and
- d. any **Claim**, other than those listed in a, b or c. above, in which, and at such time as, the incurred

Defense Costs, expected settlement or other amounts or other **Loss**, separately or in combination, exceed 50% of the Retention set forth in Item 4 of the Declarations or \$250,000, whichever is less.

3. With respect to any **Claims** not reported to the Insurer pursuant to paragraphs 1. or 2. above, the **Policyholder** shall provide notice to the Insurer of such **Claim** in accordance with Section I. Insuring Agreement and the other notice provisions of this Policy.
4. At its option, the **Policyholder** may elect to individually report any **Claim** in addition to listing on the bordereau, and the Insurer, at its option, may at any time require individual reporting of and/or additional information and documents with respect to a **Claim** otherwise listed on the bordereau.
5. The first paragraph in Section V.C. of this Policy is deleted and replaced with the following:

It shall be the **Insureds'** duty and not the Insurer's duty to defend, investigate and evaluate Claims. The **Insureds** have the right to select defense counsel with respect to a **Claim**. All **Defense Costs** for which coverage shall be afforded under this Policy are subject to an hourly attorney rate cap of \$250 for law firm partners, \$185 for law firm associates and \$90 for law firm paralegals. The **Insureds** shall be responsible for all **Defense Costs** in excess of the above referenced rate caps and such rates shall be applicable within the retention amount as well as until the conclusion of the **Claim**.

The Insurer, however, shall have the right and shall be given the opportunity to effectively associate with the **Insureds** in the investigation, defense and settlement, including but not limited to the negotiation of a settlement, of any **Claim** that appears reasonably likely to be covered in whole or in part hereunder. The **Insureds** shall provide the Insurer with all information, assistance and cooperation which the Insurer reasonably requests and shall do nothing that may prejudice the Insurer's potential or actual rights of recovery with respect to **Loss** paid on account of a **Claim**. The **Insureds** must give the Insurer, in writing, notice of their selection of defense counsel within forty five (45) days of the time **Defense Costs** exceed \$100,000. Any attorney designated as defense counsel to represent any **Insured** in the defense of **Claims** shall comply with the billing requirements in Axis' litigation management guidelines, a copy of which are attached to this endorsement. In addition, any such attorney shall have a minimum of five (5) years of employment/labor law experience, shall have no conflict or potential conflict with the **Insured** being represented and shall cooperate with the Insurer and its monitoring counsel, if any, in the defense of a **Claim**.

Subject to Section IX., Allocation, the Insurer shall advance on behalf of the **Insureds Defense Costs** which the **Insureds** have incurred in connection with **Claims** made against them, prior to the final disposition of such **Claims**, provided that to the extent it is finally established that any such **Defense Costs** are not covered under this Policy, the **Insureds**, severally according to their interests, shall repay such **Defense Costs** to the Insurer.

6. A new Section, Allocation, is added to this Policy as follows:

IX. ALLOCATION

If in any **Claim**, the **Insureds** who are afforded coverage for such **Claim** incur **Loss** jointly with others (including other **Insureds**) who are not afforded coverage for such **Claim**, or incur an amount consisting of both **Loss** covered by this Policy and loss not covered by this Policy because such **Claim** includes both covered and uncovered matters, then the **Insureds** and the Insurer agree to use their best efforts to determine a fair and proper allocation of covered **Loss**. The Insurer's obligation shall relate only to those sums allocated to matters and **Insureds** which are afforded coverage. In making such determination, the parties shall take into account the relative legal exposures of the **Insureds** in connection with the defense and/or settlement of the **Claim**.

If the **Insureds** and the Insurer agree on an allocation of **Defense Costs**, the Insurer shall advance **Defense Costs** allocated to the covered **Loss**. If the **Insureds** and the Insurer cannot agree on an allocation of **Defense Costs**, the Insurer shall advance on a current basis **Defense Costs** which the Insurer believes to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially determined.

Any negotiated, arbitrated or judicially determined allocation of **Defense Costs** on account of a **Claim** shall be applied retroactively to all **Defense Costs** on account of such **Claim**, notwithstanding any different allocation made in connection with any prior advancement of **Defense Costs**. Any allocation or advancement of **Defense Costs** on account of a **Claim** shall not apply to or create any presumption with respect to the allocation of other **Loss** arising from such **Claim** or any other **Claim**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFENSE AND SETTLEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that the reference to "fifty (50) percent" in the third paragraph of Section V. C., Defense and Settlement, of this Policy is amended to read "seventy (70) percent".

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PENDING AND PRIOR CLAIMS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged it is agreed that:

1. The term **Policyholder**, as defined in Section III., Definitions, of this Policy, is amended to include the following entities (each an "Additional Insured"):

<name of entity(ies)>

2. Notwithstanding anything in this Policy to the contrary the Insurer shall not be liable for **Loss** arising from any **Claim** made against any Additional Insured or any **Insured Individuals** thereof based upon, arising from, or attributable to:
 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any Additional Insured or any **Insured Individuals** thereof on or prior to the *<DATE>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
 - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND CONTRACTUAL EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE

In consideration of the premium charged, it is agreed that:

1. Section III. DEFINITIONS, C. **Breach of Employment Contract** of this Policy is deleted.
2. Any and all references to the term **Breach of Employment Contract** within this Policy are deleted.
3. Section IV. Exclusions, B. 3. of this Policy is deleted.
4. The Insurer shall not be liable for **Loss**, including **Defense Costs** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the actual or alleged liability of an **Insured** pursuant to a contract or agreement, whether written, oral, express and/or implied, and including liability of others assumed by an **Insured**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ENTITY COVERAGE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section III., Definitions, K. is deleted and amended to read in its entirety as follows:
 - K. **Insured(s)** means the **Insured Individuals**, any **Plan**, and any other person or entity in the capacity of **Fiduciary** or **Administrator** of a **Plan** which is scheduled by written endorsement attached hereto.
2. The Insurer shall not be liable for **Loss** arising from any **Claim** made against the **Policyholder** and the Insurer shall not be liable for any **Wrongful Act** actually or allegedly committed by the **Policyholder**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CONTINUITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. B., Representations and Severability With Respect to the Application is deleted and amended to read in its entirety as follows:

In granting coverage to any one of the **Insureds**, the Insurer has relied upon the statements made in the written Application for this Policy and all information provided to the Insurer and upon the statements in the original written application submitted as of the Continuity Date, if any, set forth in Item 7. in the Declarations. All such statements are the basis of this Policy and shall be incorporated in and constitute part of this Policy.

In order to determine if coverage is available, no declaration or statement in the Application or knowledge possessed by any **Insured** shall be imputed to any other **Insured**. Such written Application(s) for coverage shall be construed as a separate Application for coverage by each **Insured**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PENDING AND PRIOR CLAIMS EXCLUSION (FOR INCREASED LIMITS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section IV., Exclusions, A. 2. of this Policy is deleted and amended to read in its entirety as follows:
 - "2. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<Prior and Pending Date>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
 - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**; "
2. Notwithstanding paragraph 1. above, with respect to the limit of liability *<dollar amount>* excess of *<dollar amount2>* of this Policy, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<date2>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;
 - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RUN-OFF ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of *<insert "an additional" or "a return">* premium of *<\$dollars>*, it is agreed that:

1. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** for any **Wrongful Act** actually or allegedly committed on or after *<date>*.
2. Item 2. of the Declarations is deleted and amended to read in its entirety as follows:

Item 2. **Policy Period:**

From 12:01 AM (Local time at the address stated in Item 1.) on *<keep original date>*
To 12:01 AM (Local time at the address stated in Item 1.) on _____
3. Section II. C., Section VIII. A.2. of this Policy and Item 5. of the Declarations are deleted in their entirety.
4. All references in this Policy to Extended Reporting Period are hereby deleted.
5. Section VIII. C., Cancellation/Nonrenewal, subparagraphs 1. and 4. of this Policy are hereby deleted in their entirety. The premium for this Policy shall be deemed fully earned as of the inception of the **Policy Period** listed in Item 2. of the Declarations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND ACQUISITION PROVISIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. A. 1. (a) of this Policy is deleted and amended to read in its entirety as follows:

VIII. GENERAL CONDITIONS

A. Transactions That Impact Coverage

1. Acquisition or Creation of Another Organization

(a) If, after the effective date of this Policy, the **Policyholder**:

- (i) creates or acquires an entity,
- (ii) merges with another entity such that the **Policyholder** is the surviving entity, or
- (iii) assumes voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees of an entity,

then such entity and any subsidiaries shall be deemed to be a **Subsidiary**, only if the total assets of such entity's pension and welfare plans do not exceed **<INSERT PERCENT>** percent of the total consolidated assets of the existing **Plans** of the **Policyholder** as of the date immediately prior to such creation, merger, acquisition or assumption; or

Notwithstanding the above, if the total assets of such entity's pension and welfare plans exceed **<INSERT PERCENT>** percent of the total consolidated assets of the existing **Plans** of the **Policyholder** as of the date immediately prior to such creation, merger, acquisition or assumption, this Policy shall provide insurance for such entities and any subsidiaries and their directors, officers, trustees, or employees for a period of ninety (90) days after the effective date of such creation, merger, acquisition or assumption. At its sole option and upon submission of any and all information as it may require, the Insurer may, upon payment of any additional premium or modification of the provisions of this Policy that may be warranted, extend the insurance otherwise afforded through this Subsection.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

HIPAA ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Solely with respect to **Claims** for **HIPAA Wrongful Acts**, Section III. Definitions D. 3. of the Policy is deleted and the term **Claim** shall not include any criminal proceeding against an **Insured**.
2. The term **Loss**, as defined in Section III. Definitions of the Policy is amended to include civil penalties up to \$25,000 in the aggregate for any and all **HIPAA Wrongful Acts** and all **Claims** resulting therefrom.
3. The term **Wrongful Act** as defined in Section III. Definitions of the Policy is amended to include **HIPAA Wrongful Acts**.
4. For the purposes of this Policy the term **HIPAA Wrongful Acts** means:
 - (a) with respect to a **Fiduciary**, a **Plan** or the **Policyholder**: a breach of a fiduciary duty in the discharge of duties as respects any **Plan** that is a welfare benefit plan; or
 - (b) with respect to an **Administrator**: any negligent act, error or omission in the performance of his or her administrative duties as defined in Subsection III. B. of the Policy;in violation of the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA).
5. The Insurer shall not pay **Loss** for costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief arising from a **Claim** for a **HIPAA Wrongful Act**, including but not limited to actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to comply with HIPAA.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

NOTICE OF CLAIM ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section I. Insuring Agreement is deleted and amended to read in its entirety as follows:

- I. INSURING AGREEMENT

The Insurer shall pay in connection with a **Wrongful Act** which takes place before or during the **Policy Period** all **Loss** arising from a **Claim** first made against the **Insureds** during the **Policy Period** or Extended Reporting Period, if applicable, and reported in writing to the Insurer as soon as practicable after the **Policyholder's Executive Officers** first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period** or Extended Reporting Period, if applicable.

2. For the purposes of this endorsement the term **Executive Officer(s)** means any one or more natural persons who are a past, present or future chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, in-house general counsel, or risk manager of the **Policyholder** or a **Plan**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXCLUSIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section IV. of A. 4. of this Policy is deleted and amended to read in its entirety as follows:

4. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
- (a) the gaining of any profit, remuneration, or advantage to which the **Insured** was not legally entitled; or
 - (b) any criminal or deliberately fraudulent act, error or omission by an **Insured**;
- if evidenced by any judgment, final adjudication or alternate dispute resolution proceeding;

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

REPRESENTATIONS AND SEVERABILITY WITH RESPECT TO APPLICATION (AMENDED) ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. B. of this Policy is deleted and amended to read in its entirety as follows:

B. Representations and Severability with Respect to Application

In granting coverage to any one of the **Insureds**, the Insurer has relied upon the statements made in the written Application for this Policy and all information provided to the Insurer and upon the statements in the original written application submitted to another insurer with respect to prior coverage incepting as of the Continuity Date, if any, set forth in Item 7. in the Declarations. All such statements are the basis of this Policy and shall be incorporated in and constitute part of this Policy.

In order to determine if coverage is available, no declaration or statement in the Application or knowledge possessed by any **Insured** shall be imputed to any other **Insured**. Such written Application(s) for coverage shall be construed as a separate Application for coverage by each **Insured**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SEPARATE RETENTION FOR SECURITIES CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that notwithstanding anything in this Policy to the contrary it is agreed that with respect to **Claims** based upon, arising from, or attributable to any **Wrongful Acts** involving the securities of the **Policyholder** or any **Claims** involving securities of the **Policyholder**, including but not limited to, any restatements of the **Policyholder's** financial statements or failure to disclose any material information which has a negative impact on the value of the securities of the **Policyholder**, the Insurer shall only be liable for that part of **Loss** that is in excess of \$<dollar amount> which amount shall be the retention for such **Claim** and shall be uninsured and borne by the **Insureds** at their own expense.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

NO RETENTION FOR NON-INDEMNIFIABLE CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that no retention shall apply with respect to a **Claim(s)** made against an **Insured Individual(s)** for which:

1. the **Policyholder** or **Plan** is not permitted by law to indemnify such **Insured Individual(s)**; or
2. the **Policyholder** or **Plan** is permitted or required by law to indemnify such **Insured Individual(s)**, but does not do so solely by reason of **Financial Impairment**.

Notwithstanding anything to the contrary in this Policy, for purposes of determining the applicable Retention, indemnification of **Insured Individuals** by the **Policyholder** or **Plan** shall be presumed to be required or permissible whenever indemnification is legally permissible under the broadest applicable laws, regardless of whether the **Policyholder** or **Plan** has agreed in its by-laws or otherwise to provide such indemnification, unless such indemnification cannot be provided solely for the reason of **Financial Impairment**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ORDER OF PAYMENTS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that in the event of **Loss** arising from a covered **Claim** for which payment is due under the provisions of this Policy, then the Insurer shall in all events:

- (a) first, pay **Loss** for which coverage is provided under this Policy for any **Insured Individual**; and
- (b) then, only after payment of **Loss** has been made pursuant to paragraph (a) above, with respect to whatever remaining amount of the Limit of Liability is available after such payment, shall payment for any **Plan** be made for such other **Loss** for which coverage is provided under this Policy; and
- (c) then, only after payment of **Loss** has been made pursuant to paragraphs (a) and (b) above, with respect to whatever remaining amount of the Limit of Liability is available after such payment, shall payment for the **Policyholder** be made for such other **Loss** for which coverage is provided under this Policy.

The title and any headings in this Endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other provisions, terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ESOP RETENTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, notwithstanding anything in this Policy to the contrary it is agreed that with respect to **Claims** based upon, arising from, or attributable to any **Wrongful Acts** as respects the *<name of ESOP>* or any **Claims** involving *<name of ESOP>* the Insurer shall only be liable for that part of **Loss** that is in excess of \$*<dollar amount>*.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND SETTLEMENT CLAUSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section V. C. of this Policy is deleted and amended to read in its entirety as follows:

C. Defense and Settlement

The Insurer shall have both the right and the duty to defend and appoint counsel with respect to any **Claim** made against the **Insureds** alleging a **Wrongful Act**, even if such **Claim** is groundless, false or fraudulent. The **Insureds** shall have the right, at their own expense, to associate with the Insurer in the defense of any **Claim**, including but not limited to negotiating a settlement. However, the Insurer shall not be obligated to defend any **Claim** after the Limit of Liability set forth in Item 3(A) in the Declarations has been exhausted or after the rejection of a settlement offer as described below.

The **Insureds** shall not settle any **Claim**, incur any **Defense Costs**, admit or assume any liability, stipulate to any judgment, or otherwise assume any contractual obligation, without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any settlement, **Defense Costs**, assumed obligation, admission or stipulated judgment to which it has not consented or for which the **Insureds** are not legally obligated. The **Insureds** will provide the Insurer with all information, assistance and cooperation that the Insurer reasonably requests. The **Insureds** shall not knowingly take any action which increases the Insurer's exposure for **Loss** under this Policy. Notwithstanding the foregoing, the Insurer's consent shall not be required with respect to any **Claim**, if the total **Loss** (inclusive of **Defense Costs**) arising from such **Claim** is less than fifty (50) percent of the applicable Retention set forth in Item 4 in the Declarations.

If the Insurer recommends a settlement within the Policy's applicable Limit of Liability which is acceptable to the claimant and the **Insureds** unreasonably refuse to consent, then the Insurer's liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the Insurer could have settled such **Claim**, plus an additional seventy (70) percent of such amount, plus **Defense Costs** up to the date the **Insureds** refused to settle such **Claim**. However, in no event shall the Insurer's liability exceed the Limit of Liability set forth in Item 3(A) in the Declarations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

TERRITORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. Section III. Definitions F. of this Policy is deleted and amended to read in its entirety as follows:

F. **ERISA** means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), and any amendment or revision thereto, or any similar common or statutory law of the United States, or any state thereof to which a **Plan** is subject. **ERISA** shall not include any law concerning worker's compensation, unemployment insurance, social security, government mandated disability benefits or similar law.

2. Section III., Definitions, J. 2. (d) of this Policy is deleted.

3. Section VIII. E. of this Policy is deleted and amended to read in its entirety as follows:

E. Territory

This Policy shall only apply to **Claims** brought in the United States of America and only for **Wrongful Acts** actually or allegedly occurring in the United States of America.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

INCREASED LIMIT ENDORSEMENT AND PENDING AND PRIOR CLAIMS EXCLUSION (FOR INCREASED LIMITS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged it is agreed that:

1. Solely with respect to **Claims** made on or after the effective date of this endorsement, Item 3. Limits of Liability is deleted and amended to read in its entirety as follows:
 - (A) Maximum aggregate Limit of Liability for all **Loss** for all **Claim(s)** during the **Policy Period** \$ _____
 - (B) Maximum aggregate Sublimit of Liability for Internal Revenue Service Fines, Penalties and Sanctions \$ _____
2. Section IV., Exclusions, A. 2. of this Policy is deleted and amended to read in its entirety as follows:
 - "2. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<Prior and Pending Date>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
 - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**; "
3. Notwithstanding paragraph 1. above, with respect to the limit of liability *<dollar amount>* excess of *<dollar amount2>* of this Policy, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<date2>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;
 - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF PLAN ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that the term "**Plan(s)**," as defined in Section III., Definitions, of this Policy, is amended to include:

<specify plans>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RETROACTIVE DATE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AXIS PRO MID-SIZE LAWYERS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged, it is agreed that the **Company** shall not be liable for any **Claim** made against any **Insured** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any act, error or omission in the performance of **Legal Services**, actually or allegedly committed prior to <INSERT DATE>.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AXIS PRO MID-SIZE LAWYERS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged, it is agreed that:

1. Section VI. EXTENDED REPORTING PERIODS, B. Optional **Extended Reporting Period**, 1. and 2. are deleted and amended to read in their entirety as follows:

- “1. If this Policy is canceled or non-renewed by either the **Company** or by the **Named Insured**, then the **Named Insured** shall have the right to purchase a one (1) year, two (2) year, or three (3) year optional **Extended Reporting Period**. Such right must be exercised by the **Named Insured** within sixty (60) days of the termination of the **Policy Period** by providing:
 - a. written notice to the **Company**; and
 - b. with the written notice, the amount of additional premium described below.

2. The additional premium for the optional **Extended Reporting Period** shall be based upon the rates for such coverage in effect on the date this Policy was issued or last renewed and shall be for one (1) year at 125% of such premium, two (2) years at 200% of such premium, or three (3) years at 250% of such premium.”

2. Item 5. of the Declarations is deleted and amended to read in its entirety as follows:

“Item 5. **Extended Reporting Period**:

(A) Additional Premium: 125% (1 year), 200% (2 years), 250% (3 years), percent of annualized premium for the **Policy Period**

(B) Length of **Extended Reporting Period**: one (1) year, two (2) year, or three (3) year optional **Extended Reporting Period**”

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CONTINUITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section VIII. B., Representations and Severability With Respect to the Application, is deleted and amended to read in its entirety as follows:

In granting coverage to any one of the **Insureds**, the Insurer has relied upon the statements made in the written Application for this Policy and all information provided to the Insurer and upon the statements in the original written application submitted as of the Continuity Date, if any, set forth in Item 7. in the Declarations. All such statements are the basis of this Policy and shall be incorporated in and constitute part of this Policy.

In order to determine if coverage is available:

1. only facts pertaining to and knowledge possessed by the chairperson, chief executive officer or president of the **Policyholder** shall be imputed to the **Policyholder**; and
2. no declaration or statement in the Application or knowledge possessed by the **Policyholder** or any **Insured Individual** shall be imputed to any other **Insured Individual**. Such written Application(s) for coverage shall be construed as a separate Application for coverage by each **Insured Individual**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RETENTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that Item 4. of the Declarations is deleted and amended to read in its entirety as follows:

Item 4. Retention:

- (A) No retention amount shall apply to any non-indemnifiable **Claim** made solely against **Insured Individuals**, regardless of whether such **Claim** involves **Wrongful Employment Acts(s)**.
- (B) **Claim(s)** involving **Wrongful Employment Act(s)**, each **Claim**: \$ _____
- (C) **Claims(s)**, other than **Claim(s)** involving **Wrongful Employment Act(s)**, each **Claim**:
\$ _____

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ABUSE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss**, including **Defense Costs**, arising from any **Claim** made against any **Insured** based upon, arising from, attributable to, or in any way related to, directly or indirectly, in whole or in part, the sexual abuse or any other abuse of a minor or adult, including but not limited to any assault or battery.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PENDING AND PRIOR CLAIMS DATE FOR WRONGFUL EMPLOYMENT CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that notwithstanding anything in this Policy to the contrary, the Insurer shall not be liable for **Loss** arising from any **Claim** for an **Wrongful Employment Act** made against any **Insured** based upon, arising from, or attributable to:

- a. any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to <date>, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
- b. any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in paragraph a. above, constitute **Interrelated Wrongful Acts**.

The date set forth in paragraph a. above shall be deemed to be the date set forth in Item 6. of the Declarations with respect to the **Claims** described above.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PENDING AND PRIOR CLAIMS DATE FOR WRONGFUL PERSONAL AND PUBLISHER'S ACTS CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that notwithstanding anything in the Policy to the contrary, the Insurer shall not be liable for **Loss** arising from any **Claim** for an **Wrongful Personal and Publisher's Acts** made against any **Insured** based upon, arising from, or attributable to:

- a. any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to <date>, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
- b. any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in paragraph a. above, constitute **Interrelated Wrongful Acts**.

The date set forth in paragraph a. above shall be deemed to be the date set forth in Item 6. of the Declarations with respect to the **Claims** described above.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

EMPLOYMENT PRACTICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising from, or attributable to any **Wrongful Employment Act**.
2. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising from, or attributable to in whole or in part any act, error, misstatement, misleading statement, omission, neglect, or breach of duty actually or allegedly committed or attempted by the **Policyholder** or an **Insured Individual** which harasses or discriminates against any person or group that is not an **Insured** (including, but not limited to any person who is, or attempted to be, a past, present or future customer or vendor, or an employee of customer or vendor, of the **Policyholder**) on the basis of a person's race, color, creed, national origin, gender, sexual orientation or preference, marital status, sex, religion, age, military service, disability or handicap, pregnancy, or on any other basis prohibited by law or civil right protected by law, including the sexual or other discriminatory harassment of a person or group.
3. Subparagraph C.1.(c) of the definition of **Claim**, as set forth in Section III Definitions of the Policy is deleted.
4. The first paragraph of the definition of **Loss**, as set forth in Section III Definitions L. of the Policy is deleted and amended to read in its entirety as follows:
 - L. **Loss** means the total amount which the **Insureds** become legally obligated to pay on account of a **Claim**, including **Defense Costs**, damages, **Punitive Damages**, judgments, pre-judgment and post-judgment interest, settlement amounts and costs and fees awarded pursuant to judgments.
5. For the purposes of this endorsement, the term **Wrongful Act** as defined in Section III Definitions T. is deleted and amended to read in its entirety as follows:
 - T. **Wrongful Act(s)** means:
 1. any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by the **Policyholder** or any **Insured Individual** in their capacity as such; or
 2. any matter claimed against any **Insured Individual** solely by reason of his or her capacity as such.

Wrongful Act(s) includes any **Wrongful Personal and Publisher's Act(s)**.

6. Section IV Exclusions A. 7. of the Policy is deleted and amended to read in its entirety as follows:
 7. based upon, arising from, or attributable to bodily injury, mental anguish, emotional distress, humiliation, assault, battery, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof;
7. Section IV Exclusions A. 4. of the Policy is deleted and amended to read in its entirety as follows:
 4. for an actual or alleged violation of the responsibilities, obligations or duties imposed by the following laws and any amendments thereto:
 - (a) any law governing workers' compensation, unemployment insurance, social security, disability benefits or similar law;
 - (b) the Employee Retirement Income Security Act of 1974 or any law that governs any employee benefit arrangement, program, policy, plan or scheme of any type, including any pension, profit sharing, health and welfare or other employee benefit plan or trust established or maintained for the purpose of providing benefits to employees of the **Policyholder**;
 - (c) the Fair Labor Standards Act and amendments thereto or any law that governs wage, hour or payroll policies and practices, including the Equal Pay Act;
 - (d) the National Labor Relations Act and amendments thereto or any law that pertains to the rights of employees with respect to unions, unionizing, or collective activities in the workplace or any obligations of employers with respect to such employee activities;
 - (e) the Worker Adjustment and Retraining Notification Act and amendments thereto, or any law that governs any obligation of an employer to notify, discuss, or bargain with its employees or others in advance of any plant or facility closing, or mass layoff or any similar obligation;
 - (f) the Consolidated Omnibus Budget Reconciliation Act of 1985 and amendments thereto;
 - (g) the Federal False Claims Act and amendments thereto or any similar federal, state, or local statutory law or common law anywhere in the world; or
 - (h) the Occupational Safety and Health Act and amendments thereto or any law that governs workplace safety and health;including any other federal, state local or foreign statute or law similar to any statute or law described in (a) through (h) of this exclusion, or rules or regulations promulgated under any of such statutes or laws;
8. Subparagraph (b) of Section IV Exclusions 10. of the Policy is deleted.
9. Section IV Exclusions 11. of the Policy is deleted and amended to read in its entirety as follows.
 11. based upon, arising from, or in any way related to the actual or alleged liability of an **Insured** pursuant to a contract or agreement, whether written, oral, express and/or implied, and including liability of others assumed by an **Insured**; or
10. Section IV Exclusions B. 1., 2., 3. and 4. are deleted.

11. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising from, or attributable to:
1. amounts which constitute **Benefits** due or to become due or the equivalent value of such **Benefits**;
 2. amounts which constitute costs associated with providing any accommodation for persons with disabilities or any other status which is protected under any applicable federal, state, or local statutory law or common law anywhere in the world, including but not limited to the Americans With Disabilities Act, the Civil Rights Act of 1964, or amendments to or rules or regulations promulgated under any such law;
 3. the recovery of amounts owing under or assumed by any **Insured** pursuant to any express written employment contract or agreement with any **Employee**; or
 4. any request order (including the cost of compliance with such order) or agreement for non-monetary relief including injunctive relief, declaratory relief, restitution, or any other equitable remedy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

THIRD PARTY CLAIMS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any **Wrongful Third Party Act**.
2. The term **Wrongful Act** shall not include **Wrongful Third Party Acts**. The definition of **Wrongful Act** as set forth in Section III. Definitions of this Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this Exclusion.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

WRONGFUL PERSONAL AND PUBLISHER'S ACTS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that

1. The last paragraph of Section III., Definitions, T. is deleted and amended to read in its entirety as follows:

Wrongful Act includes **Wrongful Employment Acts** and **Wrongful Third Party Acts**.

2. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising from, or attributable to any **Wrongful Act(s)** in the nature of defamation (whether libel or slander), invasion of privacy, false arrest, false imprisonment or other wrongful detention, malicious prosecution or abuse of process, wrongful entry or eviction, plagiarism, or infringement of copyright, trademark or other unauthorized appropriation of title or ideas.

This Policy will be deemed amended to the extent necessary to effect the purpose and intent of the exclusion contained in this paragraph 2.

3. Any reference in this Policy to **Wrongful Personal and Publisher's Acts** is hereby deleted.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ANTITRUST - UNFAIR TRADE PRACTICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for any **Loss** arising from any **Claim** made against an **Insured** for any actual or alleged violation of any federal, state or local law whether statutory, regulatory or common law respecting any of the following activities: business competition, prevention of monopolies, unfair trade practices or tortious interference in another's business or contractual relationships or antitrust activities; including, but not limited to, any actual or alleged violation of the Interstate Commerce Act of 1887, the Sherman Antitrust Act of 1890, the Clayton Act of 1914, the Robinson-Patman Act of 1936; the Celler-Kefauver Act of 1950, or the Federal Trade Commissions Act of 1914, or any amendment to any of the proceeding.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

BROADCASTING, ADVERTISING, PUBLISHING EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Claims** made against the **Insureds** alleging, arising out of, based upon or attributable to publishing, broadcasting, telecasting, advertising, re-broadcasting or re-televising activities or activities incidental thereto including but not limited to **Claims** alleging plagiarism, infringement or copyright, patent, title or slogan, piracy or unfair competition or idea misappropriation under an implied contract; or false arrest, detention or imprisonment or malicious prosecution; or wrongful entry or eviction or other invasion of the right of private occupancy; or the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

OUTSIDE DIRECTORSHIP COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. The term **Wrongful Act** includes any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by any *<name person(s)>* while acting in an **Outside Position**. The term **Insured Individual** shall include the aforementioned person(s) while acting in the capacity required by their **Outside Position**. Coverage for any **Wrongful Act** actually or allegedly committed by such an **Insured Individual** in an **Outside Position** shall be specifically excess of any indemnification and insurance available to such **Insured Individual** from the **Outside Entity**. Further, the coverage afforded pursuant to this paragraph 1. shall not be applicable to any **Claims** made against the **Policyholder**.
2. For the purposes of this endorsement the term **Outside Entity** means:

<SPECIFY ENTITY>
3. For the purposes of this endorsement the term **Outside Position** means the position of director, officer, trustee or other equivalent executive position held by any **Insured Individual** listed in paragraph 1. above in an **Outside Entity** if service in such position is at the specific request of the **Policyholder**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ENTITY WRONGFUL PERSONAL AND PUBLISHER'S ACTS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against the **Policyholder** (or any **Insured** that is not a natural person) based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any **Wrongful Personal and Publisher's Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RETENTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. With respect to a **Specified Claim** the Insurer shall only be liable for that part of **Loss** that is excess of *<amount>* and such amount shall be the retention with respect to such **Specified Claim** and shall be deemed to be the amount set forth in Item 4. of the Declarations of this Policy, regardless of whether such **Specified Claim** is indemnifiable. Further, such retention shall be uninsured and borne by the **Policyholder** at its own risk.
2. For the purposes of this Policy the term **Specified Claim** shall mean a **Claim** that is made against any **Insured** based upon, arising from, or attributable to in whole or in part any act, error, misstatement, misleading statement, omission, neglect, or breach of duty actually or allegedly committed or attempted by the **Policyholder** or an **Insured Individual** which harasses or discriminates against any person or group that is not an **Insured** on the basis of a person's race, color, creed, national origin, gender, sexual orientation or preference, marital status, sex, religion, age, military service, disability or handicap, pregnancy, or on any other basis prohibited by law or civil right protected by law, including the sexual or other discriminatory harassment of a person or group.
3. If different Retentions are applicable to different parts of any **Loss** under this Policy, the applicable Retention will be applied separately to each part of such **Loss**, and the sum of such Retentions will not exceed the largest applicable Retention as set forth in Item 4. of the Declarations or by endorsement to this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SUBLIMIT OF LIABILITY FOR THIRD PARTY CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that the Insurer's maximum limit of liability for **Claims** for **Wrongful Third Party Acts** is \$<sublimit5> which amount is part of and not in addition to the maximum aggregate Limit of Liability set forth in Item 3. of the Declarations of this Policy.

All other provisions remain unchanged, including the Insurers maximum aggregate limit of liability as set forth in the Declarations of this Policy.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

COUNSELING EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to the **Policyholder's** or any **Insured's** performance of or failure to perform counseling services for others, or any act, error or omission relating thereto including but not limited to **Claims** arising out of any advice relating to a persons physical, mental or spiritual health or any financial advice provided by an **Insured**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND BODILY INJURY / PROPERTY DAMAGE EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, is agreed that, Section IV., Exclusions, A. 7. is deleted and amended to read in its entirety as follows:

7. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving actual or alleged bodily injury, mental anguish, emotional distress, humiliation, assault, battery, sickness, disease, or death of any person or damage to or destruction of any tangible property including loss of use thereof in a **Claim** for a **Wrongful Act** or **Third Party Claim** for a **Wrongful Third Party Act** by an **Insured**; provided that this exclusion shall not apply with respect to any actual or alleged mental anguish or emotional distress for a **Wrongful Employment Act**, solely as that term is defined in Section III. U., brought by an **Employee**;

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SPONSOR / DEVELOPER EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that notwithstanding anything in the Policy to the contrary, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured**:

- a. brought by or on behalf of the developer of the condominium units, cooperative corporation property or other real or personal property managed by the **Insured** (hereafter the property);
- b. brought by or on behalf of the sponsor for conversion of the Property to cooperative or condominium ownership; or
- c. alleging **Wrongful Acts** occurring prior to the date of first election of a Board of Directors of which the sponsor or developer of said Property does not elect or appoint a controlling number of Board members.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

INCREASED LIMIT ENDORSEMENT AND PENDING AND PRIOR CLAIMS EXCLUSION (FOR INCREASED LIMITS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged it is agreed that:

1. Solely with respect to **Claims** made on or after the effective date of this endorsement, Item 3. Limits of Liability is deleted and amended to read in its entirety as follows:

Limits of Liability (inclusive of defense costs):

Maximum aggregate Limit of Liability for all

Claim(s) during the **Policy Period** \$<new total limit>

2. Section IV. Exclusions A. 2. of this Policy is deleted and amended to read in its entirety as follows:

"2. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:

(a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<original Prior and Pending Date>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or

(b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**;"

3. Notwithstanding paragraph 1. above, with respect to the limit of liability \$*<new limit dollar amount>* excess of \$*<old limit dollar amount>* of this Policy, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:

(a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<new Prior and Pending Date>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;

(b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

OUTSIDE DIRECTORSHIP COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION INSURANCE POLICY

In consideration of the premium charged, it is agreed that:

1. The term **Wrongful Act** includes any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by any **Insured Individual** while acting in an **Outside Position**. Coverage for any **Wrongful Act** actually or allegedly committed by an **Insured Individual** in an **Outside Position** shall be specifically excess of and will not contribute with any indemnification and insurance available to such **Insured Individual** from the **Outside Entity**. Further, the coverage afforded pursuant to this paragraph 1. shall not be applicable to any **Claims** made against the **Policyholder**.
2. For the purposes of this endorsement the term **Outside Entity** means any non-profit corporation, community chest, fund or foundation that is not included in the definition of **Policyholder** and that is (i) exempt from federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (ii) organized under any non-profit organization statute.
3. For the purposes of this endorsement the term **Outside Position** means the position of director, officer, trustee or other equivalent executive position held by any **Insured Individual** in an **Outside Entity** if service in such position is at the specific request of the **Policyholder**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CORPORATE GENERAL PARTNER COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that with respect to Section I. Insuring Agreement (A) the term **Wrongful Act** shall include any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by the **Policyholder** in its capacity as a general partner of a limited partnership; provide that such limited partnership is scheduled below:

Schedule of Limited Partnership(s):

<list limited partnerships>

No coverage will be available under this Policy for any **Claims** against any **Policyholder** or any **Insured Individual** thereof, arising out the **Policyholders** capacity as a general partner of any limited partnership not listed above.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RUN-OFF ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. Section I. Insuring Agreements of this Policy is deleted and amended to read in its entirety as follows:

The Insurer shall pay in connection with a **Wrongful Act** or **Wrongful Third Party Act**, as appropriate per the Insuring Agreements below, which takes place before <date>:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY

- (A) all **Loss** on behalf of any **Insured** arising from any **D&O Claim** for a **Wrongful Act**, other than a **Wrongful Act** while serving in an **Outside Position**, first made against such **Insured**,

EMPLOYMENT PRACTICES LIABILITY

- (B) all **Loss** on behalf of any **Insured** arising from any:

- (1) **Employment Practice Claim** for a **Wrongful Act** first made against such **Insured** by or on behalf of any **Employee**, or
- (2) **Third Party Claim** for a **Wrongful Third Party Act** first made against such **Insured**, but solely if **Third Party Claim** coverage is included in Item 6. of the Declarations,

FIDUCIARY LIABILITY

- (C) all **Loss** on behalf of any **Insured** arising from any **Fiduciary Claim** for a **Wrongful Act** first made against such **Insured**, or

OUTSIDE EXECUTIVE LIABILITY

- (D) all **Loss** on behalf of any **Insured Individual** arising from any **D&O Claim** for a **Wrongful Act** while serving in an **Outside Position** first made against such **Insured Individual**,

during the **Policy Period** and reported in writing to the Insurer as soon as practicable after any of the **Policyholder's Executive Officers** first becomes aware of such **Claim**, but in no event later than sixty (60) days after the expiration of the **Policy Period**.

The coverage afforded under Insuring Agreement (D) shall be specifically excess of any indemnification and insurance available to such **Insured Individual** from the **Outside Entity**.

2. Section II. C., Section VIII A.2. of this Policy and Item 5. of the Declarations are deleted in their entirety.
3. Section VIII C., Cancellation/Nonrenewal, subparagraphs 1. and 4. of this Policy are hereby deleted in their entirety. The premium for this Policy shall be deemed fully earned as of the inception of the **Policy Period** listed in Item 2. of the Declarations.

4. In all events the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** for any **Wrongful Act** actually or allegedly committed on or after <date>.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RUN-OFF ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of *<insert "an additional" or "a return">* premium of *<\$dollars>*, it is agreed that:

1. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** for any **Wrongful Act** actually or allegedly committed on or after *<date>*.
2. Item 2. of the Declarations is deleted and amended to read in its entirety as follows:

Item 2. **Policy Period:**

From 12:01 AM (Local time at the address stated in Item 1.) on *<keep original date>*
To 12:01 AM (Local time at the address stated in Item 1.) on _____
3. Section II. C., Section VIII. A.2. of this Policy and Item 5. of the Declarations are deleted in their entirety.
4. All references in this Policy to Extended Reporting Period is hereby deleted.
5. Section VIII. C., Cancellation/Nonrenewal, subparagraphs 1. and 4. of this Policy are hereby deleted in their entirety. The premium for this Policy shall be deemed fully earned as of the inception of the **Policy Period** listed in Item 2. of the Declarations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

DISCRIMINATORY PRACTICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS[®]

In consideration of the premium charged, it is agreed that, the Insurer shall not be liable for any **Loss** arising from any **Claim** or **Third Party Claim** made against any **Insured** based upon, arising from or attributable to any actual or alleged discrimination with respect to housing, real estate, lending, securities brokerage activities, banking, investment banking, insurance or other financial products or services, including but not limited to the withholding of loans or insurance from geographical areas considered to be poor economic risks or other activities commonly referred to as "redlining."

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ENTITY ANTITRUST EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for any **Loss** arising from any **Claim** made against the **Policyholder** for any actual or alleged violation of any federal, state or local law whether statutory, regulatory or common law respecting any of the following activities: business competition, prevention of monopolies, unfair trade practices or tortious interference in another's business or contractual relationships or antitrust activities; including, but not limited to, any actual or alleged violation of the Interstate Commerce Act of 1887, the Sherman Antitrust Act of 1890, the Clayton Act of 1914, the Robinson-Patman Act of 1936; the Celler-Kefauver Act of 1950, or the Federal Trade Commissions Act of 1914, or any amendment to any of the proceeding.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

MODIFIED REGULATORY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against any **Insured(s)** based upon, arising from or attributable to any violation(s) of any local, state or federal administrative or regulatory statute, code, rule or regulation or procedure as well as any and all **Claim(s)** brought by any local, state or federal governmental body and/or any agency or subdivision thereof, provided that this exclusion shall not apply to:

- 1) an **Employment Practice Claim**; or
- 2) any **Claim** brought by a shareholder of the **Policyholder** in his, her or its capacity as such.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

IRA / KEOGH ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. With respect to Insuring Agreement A., the term **Wrongful Act**, as defined in Section III., Definitions, B. of this Policy, is amended to include **IRA/Keogh Wrongful Acts**.
2. For the purposes of this Policy, the term **IRA/Keogh Wrongful Acts** means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by an **Insured Individual** in his or her capacity as trustee of any of the **Policyholder's** Individual Retirement Accounts and HR-10 Plans ("Keogh Plans"), but only where such responsibilities are part of such **Insured Individual's** regularly assigned duties.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

IRA / KEOGH ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. With respect to Insuring Agreement A, the term **Wrongful Act**, as defined in Section III., Definitions, B. of this Policy, is amended to include **IRA/Keogh Wrongful Acts**.
2. For the purposes of this Policy, the term **IRA/Keogh Wrongful Acts** means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by an **Insured Individual** in his or her capacity as trustee of any of the **Policyholder's** Individual Retirement Accounts and HR-10 Plans ("Keogh Plans"), but only where such responsibilities are part of such **Insured Individual's** regularly assigned duties.
3. Notwithstanding Section V. B., Retentions, of this Policy, with respect to **Claims** for **Loss** arising from **IRA/Keogh Wrongful Acts**, any coverage under this Policy shall be excess of a Retention amount of \$*<specify dollar amount>* which amount shall be deemed to be the amount set forth in Item 4. of the Declarations of this Policy with respect to such **Claims** and shall be borne by the **Insureds** uninsured and at their own risk.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SUBLIMIT OF LIABILITY FOR THIRD PARTY CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

The Insurer's maximum limit of liability for all **Loss** from for **Third Party Claims** for **Wrongful Third Party Acts** is \$<sublimit> which amount is part of an not in addition to the maximum aggregate limit of liability for all **Loss** for all **Claims** under all Insuring Agreements set forth in Item 3(A) of the Declarations of this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CONTINUITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

(INCLUDING DIRECTORS, OFFICERS AND CORPORATE LIABILITY, EMPLOYMENT PRACTICES LIABILITY, FIDUCIARY LIABILITY AND OUTSIDE EXECUTIVE LIABILITY INSURANCE)

In consideration of the premium charged, it is agreed that Section VIII. B., Representations and Severability With Respect to the Application is deleted and amended to read in its entirety as follows:

In granting coverage to any one of the **Insureds**, the Insurer has relied upon the statements made in the written Application for this Policy and all information provided to the Insurer and upon the statements in the original written application submitted as of the Continuity Date, if any, set forth in Item 8. in the Declarations. All such statements are the basis of this Policy and shall be incorporated in and constitute part of this Policy.

In order to determine if coverage is available:

1. only facts pertaining to and knowledge possessed by any **Executive Officer** shall be imputed to the **Policyholder**; and
2. no declaration or statement in the Application or knowledge possessed by the **Policyholder** or any **Insured Individual** shall be imputed to any other **Insured Individual**. Such written Application(s) for coverage shall be construed as a separate Application for coverage by each **Insured Individual**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND BODILY INJURY/PROPERTY DAMAGE EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that Section IV., Exclusions, A. 3. is deleted and amended to read in its entirety as follows:

3. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof, but this exclusion shall not apply with respect to any actual or alleged mental anguish or emotional distress in an **Employment Practices Claim** for a **Wrongful Act**, solely as that term is defined in Section III.C.12., brought by an **Employee**;

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SUBLIMIT OF LIABILITY FOR EMPLOYMENT PRACTICES CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that the Insurer's maximum limit of liability for **Claims** for **Wrongful Acts**, as such term is defined in Section III. Definitions C.12. of this Policy (including **Wrongful Third Party Acts** if such coverage is granted), is \$<sublimit> which amount is part of and not in addition to the maximum aggregate limit of liability set forth in Item 3.(A) of the Declarations of this Policy. Accordingly there shall be no coverage under Insuring Agreement (A) for any **Claim** for which coverage is afforded under Insuring Agreement (B) of this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SEPARATE RETENTION FOR THIRD PARTY CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, notwithstanding anything in this Policy to the contrary it is agreed that with respect to **Third Party Claims** for **Wrongful Third Party Acts** the Insurer shall only be liable for that part of **Loss** that is excess of *<amount>*, such amount shall be the retention with respect to such **Third Party Claim**, regardless of whether such **Third Party Claim** is indemnifiable, and such retention shall be uninsured and borne by the **Policyholder** at its own risk.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SUBLIMIT OF LIABILITY AND SUBRETENTION FOR THIRD PARTY CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that the Insurer's maximum limit of liability for **Third Party Claims** for **Wrongful Third Party Acts** is \$<sublimit> which amount is part of an not in addition to the maximum aggregate limit of liability for all **Loss** for all **Claims** under all Insuring Agreements during the **Policy Period** set forth in Item 3(A) of the Declarations of this Policy.

Solely with respect to **Third Party Claims** for **Wrongful Third Party Acts** the Insurer shall only be liable for that part of **Loss** that is excess of <amount>, such amount shall be the retention with respect to such **Third Party Claim**, regardless of whether such **Third Party Claim** is indemnifiable, and such retention shall be uninsured and borne by the **Policyholder** at its own risk.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

FDA EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that the **Insurer** shall not be liable for any **Claim** or notice of circumstances provided to the Insurer pursuant to Section VI., Awareness Provision, which is based upon, arising from, or attributable to:

1. the failure to receive approval from the United States Food and Drug Administration;
2. any delay in granting or denying approvals by the United States Food and Drug Administration;
3. any retrial or market withdrawal ordered by the United States Food and Drug Administration;
4. any allegations by the United States Food and Drug Administration that a product has been marketed or labeled improperly, including any penalties arising therefrom; or
5. any civil, arbitration, administrative or regulatory proceeding by the United States Food and Drug Administration, including any written notice or subpoena from the United States Food and Drug Administration identifying such **Insured** as an entity or person against whom a formal proceeding may be commenced.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

LIMITED PARTNERSHIP ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. The term "**Insured Individual**," with respect to Insuring Agreement purchased under this Policy, is amended to include any natural person serving as a general partner of a **Limited Partnership**.
2. Section III. Definitions A. 12. of this Policy is deleted and amended to read in its entirety as follows:

"**Parent Company** means the company or limited partnership designated in Item 1. in the Declarations."
3. Section III. Definitions A. 13. of this Policy is deleted and amended to read in its entirety as follows:

"**Policyholder** means:
 1. the **Parent Company** and its **Subsidiaries**, including any such organization as a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law;
 2. any foundation, charitable trust or political action committee controlled by the **Parent Company** and/or its **Subsidiaries**;
 3. any **Limited Partnership**; and
 4. any entity serving as a general partner of a **Limited Partnership**."
4. Section III. Definitions, A. 16. subparagraph a. is deleted and amended to read in its entirety as follows:

"a. owns more than fifty (50) percent of the issued and outstanding voting stock or other equity interests; or"
5. Section VIII. A. 2. is deleted and amended to read in its entirety as follows:

"2. Acquisition of **Parent Company**

If, during the **Policy Period**, any of the following events occurs:
 - (a) the acquisition of the **Parent Company**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Parent Company** into or with another entity such that the **Parent Company** is not the surviving entity; or
 - (b) the acquisition by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least fifty (50) percent of the directors of the **Parent Company**; or

- (c) the acquisition of fifty percent (50%) or more of the equity interest of the **Parent Company**;

then coverage under this Policy shall continue until termination of the **Policy Period** and shall not be cancellable by the **Parent Company**, but only with respect to **Wrongful Acts** occurring prior to such merger, consolidation or acquisition. The **Parent Company** shall give written notice of such merger, consolidation or acquisition to the Insurer as soon as practicable together with such information as the Insurer may require. However, coverage under this Policy will cease as of the effective date of such event with respect to **Wrongful Acts** occurring after such event. The appointment by any state or federal official, agency or court of any receiver, trustee, examiner, conservator, liquidator, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Parent Company**, or the **Parent Company** becoming a debtor in possession within the meaning of the United States Bankruptcy Code or similar legal status under foreign law, shall not be considered an acquisition within the meaning of this Subsection.

6. The Insurer shall not be liable for any **Loss** arising from any **Claim** made against any **Insured** based upon, arising from, or attributable to any actual or alleged commingling of funds by an **Insured**.
7. For the purposes of this endorsement, the term **Limited Partnership** means each limited partnership scheduled below.

<list limited partnerships>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PRE-APPROVED COUNSEL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that notwithstanding anything to the contrary in this Policy, but subject to the conditions set forth below, the **Insureds** will be permitted to use **<NAME OF FIRM>**, to represent them in defense of **Claims** under this Policy, subject to the notice provisions of the Policy. No coverage will be provided for any **Defense Costs** incurred under this Policy, including by the law firm named above, prior to the **Insured** providing notice to the Insurer and the **Insured** obtaining the Insurer's consent to incur such costs; provided, however, **Insured** may still elect to assume the defense of such claim, pursuant to Section V.C., of this Policy. The foregoing permission, and the Insurer's obligation to pay **Defense Costs** to such counsel pursuant to this endorsement, is expressly conditioned on the Insurer's receipt from such counsel of a written consent, in form reasonably acceptable to the Insurer, to the following:

- a) Such counsel shall adhere in all respects to the Insurer's Litigation Management Program, Procedures for Reporting and Billing guidelines for counsel; and
- b) The Insurer shall pay such counsel a maximum rate of **\$<DOLLAR AMOUNT>** dollars per hour for work performed by a partner of the law firm mentioned above and a maximum rate of **\$<DOLLAR AMOUNT>** per hour for all work performed by any associates of such firm. Additionally, the maximum rate the Insurer will pay for services performed by a paralegal shall be **\$<DOLLAR AMOUNT>**.

The Insurer's consent to use the law firm listed above is limited to the following area of expertise or practice area:

<PRACTICE AREA>

Additionally, the Insurer's permission to use the law firm listed above shall be limited to the following geographic area:

<GEOGRAPHIC AREA>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SUBLIMIT OF LIABILITY FOR FIDUCIARY LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that the Insurer's maximum limit of liability for **Claims** for **Wrongful Acts**, as such term is defined in Section III., Definitions, D.11. of this Policy is \$<sublimit> which amount is part of an not in addition to the maximum aggregate limit of liability set forth in Item 3. of the Declarations of this Policy. Accordingly there shall be no coverage under Insuring Agreement (A), (B) or (D) for any **Claim** for which coverage is afforded under Insuring Agreement (C) of this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

FRANCHISE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that no coverage will be available under this Policy for any **Claim** brought by a franchisee of the **Policyholder**, or any **Claim** based upon, arising from or attributable to liabilities arising out of a franchisee agreement or the selling of franchises or any **Claim** based upon, arising from, or attributable to any franchising operations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ADD INSURING AGREEMENT (C) MIDTERM ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of an additional premium of **\$<DOLLAR AMOUNT>** charged, it is agreed that the **Insureds** have elected to purchase coverage under Insuring Agreement (C) for **Claims** made after **<COVERAGE DATE>**. Accordingly, it is agreed that this Policy shall be amended as follows:

1. There shall be no coverage under Insuring Agreement (C) for any **Claims** made against an **Insured** prior to **<COVERAGE DATE>**.
2. Solely with respect to **Claims** for which coverage is sought or is provided under Insuring Agreement (C):
 - (a) the date set forth in Item 7. of the Declarations shall be **<PPL DATE>**; and
 - (b) the date set forth in Item 8. of the Declarations shall be **<CONTINUITY DATE>**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SEPARATE LIMIT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. Item 3. of the Declarations of this Policy is deleted in its entirety and replaced with the following:

Item 3. Limits of Liability:

- (A) (i) Maximum aggregate Limit of Liability for **Indemnity Amounts** and **Defense Costs**, total combined, for all **Claim(s)** during the **Policy Period**. **\$<Aggregate Limit>**

- (ii) Limits of Liability for each Insuring Agreement Purchased:

(a)	All Claims under Section I. Insuring Agreements A and D combined	\$<D&O Limit>
(b)	All Claims under Section I. Insuring Agreement B,	\$<EPL Limit>
(c)	All Claims under Section I. Insuring Agreement C,	\$<Fiduciary Limit>

- (B) Maximum aggregate Sublimit of Liability for Internal Revenue Service fines, penalties and sanctions under Insuring Agreement (C) during the **Policy Period** **\$ 100,000**

2. Section V. A. of this Policy, is deleted and amended to read in its entirety as follows:

A. Limits of Liability

The Insurer's maximum aggregate liability for all **Loss** arising from all **Claims**, under all Insuring Agreements, first made during the **Policy Period** shall be the applicable Limit of Liability set forth in Item 3(A) in the Declarations. As respects Insuring Agreement (C), the Insurer's maximum aggregate liability for Internal Revenue Service fines, penalties and sanctions shall be the Sublimit of Liability set forth in Item 3(B) in the Declarations, which amount shall be part of and not in addition to the Limit of Liability set forth in Item 3(A) in the Declarations.

The Limits of Liability for the Extended Reporting Period, if exercised, shall be part of and not in addition to the Limits of Liability for the immediately preceding **Policy Period**. The purchase of the Extended Reporting Period shall not increase or reinstate the Limits of Liability, which shall be the maximum liability of the Insurer for such **Policy Period** and Extended Reporting Period, combined.

If the Limits of Liability are exhausted by payment of **Loss**, the Insurer's obligations under this Policy shall be completely fulfilled and extinguished.

All **Claims**, including all **D&O Claims**, **Employment Practices Claims**, **Third Party Claims** and **Fiduciary Claims**, arising from the same **Wrongful Act**, **Wrongful Third Party Act**, and all **Interrelated Wrongful Acts** shall be deemed one **Claim** and such **Claim** shall be deemed to be first made on the earlier date that: (1) any of the **Claims** is first made against an **Insured** under this Policy

or any prior policy, or (2) valid notice was given by the **Insureds** under this Policy or any prior policy of any **Wrongful Act, Wrongful Third Party Act**, or any fact, circumstance, situation, event, transaction or cause which underlies such Claim. Coverage under this Policy shall apply only with respect to Claims deemed to have been first made during the **Policy Period** and reported in writing to the Insurer in accordance with the terms herein.

3. **Claims** covered in whole or in part under Section I., Insuring Agreement (B) and/or (C), shall not be covered, in whole or in part, under Section I., Insuring Agreement (A) and/or (D). For the purposes of this endorsement, Insuring Agreements (A) and (D) shall be treated as one combined Insuring Agreement and shall share a single limit of liability as set forth in paragraph 1. above.

With respect to all **Claims**, in no event and under no circumstances shall the Limits of Liability applicable to separate Insuring Agreements, as indicated in Paragraph 2. of this Endorsement, be combined for the purposes of paying **Loss** with respect to a **Claim**. Where a **Claim** is or may be covered under more than one Section I. Insuring Agreement, the Limit of Liability applicable to pay **Loss** in connection with such a **Claim** shall be the largest of the potentially applicable Limits of Liability for a single Insuring Agreement, but shall never be the aggregate or the sum of the potentially applicable Limits of Liability for more than one Insuring Agreement under this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

EMPLOYMENT PRACTICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. The Insurer shall not be liable for any **Claim** made against any **Insured** for a **Wrongful Act** as such term is defined in Section III. C. 12. of this Policy.
2. Section IV., Exclusions, B. 1. of this Policy is deleted and amended to read in its entirety as follows:
 1. brought or maintained by or on behalf of any **Insured** except a **Claim**:
 - a. that is a derivative action brought or maintained on behalf of the **Policyholder** by one or more persons who are not **Insured Individuals** and who bring and maintain the **Claim** totally independent of and without the solicitation, assistance, participation, or intervention of any **Insured**;
 - b. brought or maintained by any **Insured Individual** for contribution or indemnity, if the **Claim** directly results from another **Claim** covered under this Policy;
 - c. brought or maintained by or on behalf of a bankruptcy or insolvency receiver, trustee, examiner, conservator, liquidator or rehabilitator for a **Policyholder**, or any assignee of such receiver, trustee, examiner, conservator, liquidator or rehabilitator;
 - d. brought or maintained by one or more **Insured Individuals** who have not served as directors, trustees, **Managers**, officers, or equivalent executives of the **Policyholder** within five (5) years immediately preceding the date the **Claim** is first made, and the **Claim** is brought and maintained totally independent of and without the solicitation, assistance, active participation, or intervention of the **Policyholder** or any **Insured Individual** not described in this paragraph d.; or
 - e. brought or maintained outside the United States, Canada and any common law jurisdiction;

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that Section IV. A. 5. is deleted in its entirety and amended to read as follows:

- "5. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
- a. the gaining of any profit, remuneration, or advantage to which the **Insured** was not legally entitled; or
 - b. any criminal or deliberately fraudulent act, error or omission by an **Insured**;
- if evidenced by any judgment, final adjudication or alternate dispute resolution proceeding.

With respect to exclusion A. 5. set forth above no fact pertaining to, knowledge possessed by or conduct by any **Insured Individual** shall be imputed to any other **Insured Individual**."

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

HIPAA ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. Solely with respect to **Claims** for **HIPAA Wrongful Acts**, Section III., Definitions, D. 7.c. of this Policy is deleted and the term **Fiduciary Claim** shall not include any criminal proceeding against an **Insured**.
2. The term **Loss**, as defined in Section III., Definitions, of this Policy is amended to include civil penalties up to \$25,000 in the aggregate for any and all **HIPAA Wrongful Acts** and all **Claims** resulting therefrom.
3. The term **Wrongful Act** as defined in Section III., Definitions, D. of this Policy is amended to include **HIPAA Wrongful Acts**.
4. For the purposes of this Policy the term **HIPAA Wrongful Acts** means:
 - (a) with respect to a **Fiduciary**, a **Plan** or the **Policyholder**: a breach of a fiduciary duty in the discharge of duties as respects any **Plan** that is a welfare benefit plan; or
 - (b) with respect to an **Administrator**: any negligent act, error or omission in the performance of his or her administrative duties as defined in Subsection III. D. 1. of this Policy;

in violation of the privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA).
5. The Insurer shall not pay **Loss** for costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief arising from a **Claim** for a **HIPAA Wrongful Act**, including but not limited to actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to comply with HIPAA.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND SETTLEMENT CLAUSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that the second paragraph of Section V. D. of this Policy is deleted and amended to read in its entirety as follows:

If the Insurer recommends a settlement within the Policy's applicable Limits of Liability which is acceptable to the claimant and the **Insureds** refuse to consent, then the Insurer's liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the Insurer could have settled such **Claim**, plus an additional *<number word> (<number>)* percent of such amount, plus **Defense Costs** up to the date the **Insureds** refused to settle such **Claim**. However, in no event shall the Insurer's liability exceed the applicable Limits of Liability set forth in Item 3 (A) or (B) in the Declarations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND POLLUTION EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that Section IV. A. 4. of this Policy is deleted and amended to read in its entirety as follows:

4. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - a. any nuclear reaction, radiation or contamination;
 - b. the actual, alleged or threatened discharge, release, escape, seepage, migration, dispersal or disposal of **Pollutants** into or on real or personal property, water or the atmosphere; or
 - c. any direction or request that the **Insureds** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so (such cost hereinafter "Clean Up Costs");

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PRIORITY OF PAYMENTS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that in the event of **Loss** arising from a **Claim** or **Claims** for which payment is due under the provisions of this Policy, and to the extent permitted by law, the Insurer shall:

1. first, pay such **Loss** from **Claims** against an **Insured Individual** for which coverage is provided under Section I. Insuring Agreement (A) of this Policy for which the **Policyholder** is not permitted by law to indemnify the **Insured Individual** or for which the **Policyholder** does not indemnify an **Insured Individual** by reason of **Financial Impairment**;
2. second, pay such **Loss** for which coverage is provided under Section I. Insuring Agreement (D);
3. third, pay such **Loss** from **Claims** against an **Insured Individual** for which the **Policyholder** is permitted to indemnify an **Insured Individual** and for which coverage is provided for such **Claim** under Section I. Insuring Agreement (A); and
4. then, with respect to whatever remaining amount of the Limits of Liability is available after payment of such **Loss** in accordance with paragraphs 1., 2. and 3. above, apply such remaining limits to remaining **Loss** in accordance with the order of when such **Loss** was incurred.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND ACQUISITION THRESHOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that Section VIII. General Conditions, A. 1. of this Policy is deleted and replaced with the following:

1. Acquisitions or Creations

a. If, after the effective date of this Policy the **Policyholder**:

(i) creates or acquires an entity;

(ii) merges with another entity such that the **Policyholder** is the surviving entity; or

(iii) assumes voting rights representing the present right to vote for election or to appoint more than fifty (50) percent of the directors or trustees of an entity (hereinafter (i)-(iii) of this subsection each a "Transaction");

then such entity and any subsidiaries shall be deemed to be a **Subsidiary**, only if the total number of employees in such entity and any subsidiaries prior to such Transaction does not exceed twenty five percent (25%) of the total number of **Employees** immediately prior to such Transaction.

b. If, after the effective date of this Policy the **Policyholder** engages in a Transaction or acquires all or substantially all of the assets of another entity, and the total number of employees of the **Policyholder** after such acquisition exceeds one hundred and twenty five percent (125%) of the total number of **Employees** immediately prior to such acquisition, then this Policy shall provide insurance for such newly hired employees for a period of ninety (90) days after the effective date of such acquisition. At its sole option and upon submission of any and all information as it may require, the Insurer may, upon payment of any additional premium or modification of the provisions of this Policy that may be warranted, extend the insurance otherwise afforded through this subparagraph.

c. Notwithstanding the provisions above, if the **Policyholder** engages in a Transaction or acquires all or substantially all of the assets of another entity and the total consideration paid exceeds twenty five percent (25%) of the total consolidated assets of the **Policyholder** immediately prior to such Transaction or acquisition the **Policyholder** must give the Insurer full details of such Transaction or acquisition within 90 days of the effective date thereof, and the Insurer may require, in its sole discretion, additional terms, conditions and limitations of coverage and such additional premium in connection with the foregoing.

d. There shall be no coverage for any **Wrongful Act** by such created, acquired or merged entity or by any persons or entities considered to be **Insureds** pursuant to paragraph (a) above, where such **Wrongful Act** occurred before the effective date of such creation, acquisition or merger.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

INCREASED LIMIT ENDORSEMENT AND PENDING AND PRIOR CLAIMS EXCLUSION (FOR INCREASED LIMITS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. Solely with respect to **Claims** made on or after the effective date of this endorsement, Item 3., Limits of Liability, of the Declarations of this Policy is deleted and amended to read in its entirety as follows:
 - (A) Maximum aggregate Limit of Liability for all **Loss** for all **Claim(s)** under all Insuring Agreements during the **Policy Period** \$ _<increased limit>__
 - (B) Maximum aggregate Sublimit of Liability for Internal Revenue Service fines, penalties and sanctions under Insuring Agreement C during the **Policy Period** \$ 100,000
2. Section IV. Exclusions A. 2. of this Policy is deleted and amended to read in its entirety as follows:

"2. based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:

 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to <Prior and Pending Date>, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
 - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**; "
 3. Notwithstanding paragraph 1. above, with respect to the limit of liability <dollar amount> excess of <dollar amount2> of this Policy, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:
 - (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to <date2>, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein;
 - (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXCLUSIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. Section IV., Exclusions, D. 7. is deleted.
2. Section IV., Exclusions, D. 5. is amended by adding the word "or" to the end thereof.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PROFESSIONAL ERRORS AND OMISSIONS EXCLUSION (MODIFIED)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to the **Policyholder's** or any **Insured's** performance of or failure to perform professional or medical services for others regardless of whether such services are provided on a compensated or non-compensated basis, or any act, error or omission relating thereto.

Notwithstanding the foregoing, it is further understood and agreed that this endorsement shall not apply to any **Claim(s)** brought by a shareholder of the **Policyholder** in the form of a shareholder class, direct or derivative action alleging failure to supervise those who performed or failed to perform such professional services, provided that such **Claim** is brought and maintained totally independent of and without solicitation, assistance, active participation, or intervention of the **Policyholder** or any **Insured Individual**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

INSURED VS. INSURED EXCLUSION (AMENDED)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is hereby understood and agreed that Section IV. B. 1. e. of this Policy is hereby deleted and amended to read in its entirety as follows:

- e. brought or maintained by one or more **Insured Individuals** who have not served as directors, trustees, **Managers**, officers, or equivalent executives of the **Policyholder** within four (4) years immediately preceding the date the **Claim** is first made, and the **Claim** is brought and maintained totally independent of and without solicitation, assistance, active participation, or intervention of the **Policyholder** or any **Insured Individual** not described in this paragraph e; or

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

**REPRESENTATIONS AND SEVERABILITY WITH RESPECT TO APPLICATION
(AMENDED)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is hereby understood and agreed that Section VIII. B. of this Policy is hereby amended by the addition of the following paragraph immediately following Section VIII. B. 2:

Notwithstanding the foregoing, it is agreed that this Policy shall not be rescindable by the Insurer with respect to an **Insured Individual** for which coverage is afforded for a **Claim** against such **Insured Individual** solely under Insuring Agreement A under this Policy, but only if with respect to such **Claim**:

1. The **Policyholder** is not permitted by law to indemnify such **Insured Individual**; or
2. The **Policyholder** is permitted to indemnify such **Insured Individual**, but does not indemnify such **Insured Individual** solely because of **Financial Impairment**.

Notwithstanding the foregoing, nothing herein shall affect the Insurer's rights under this Policy to adjust, investigate or deny claims or to otherwise reserve its rights under this Policy with respect to any **Claim** under any Insuring Agreement.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

NON-RESCISSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that this Policy shall not be rescindable by the Insurer with respect to any **Claim** against an **Insured Individual** for which coverage is afforded under this Policy and for which:

1. The **Policyholder** is not permitted by law to indemnify such **Insured Individuals**; or
2. The **Policyholder** does not indemnify such **Insured Individuals** solely because of **Financial Impairment**.

Notwithstanding the foregoing, nothing herein shall affect the Insurer's rights under this Policy to adjust, investigate or deny claims or to otherwise reserve its rights under this Policy with respect to any **Claim** under any Insuring Agreement.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RETENTION FOR ANTITRUST CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. Solely with respect to **Antitrust Claims**, the Insurer shall only be liable for that part of **Loss** that is excess of *<amount>*, such amount shall be the retention with respect to such **Antitrust Claim**, regardless of whether such **Antitrust Claim** is indemnifiable, and such retention shall be uninsured and borne by the **Policyholder** at its own risk.
2. For the purposes of this endorsement the term **Antitrust Claim** means any **Claim** for a **Wrongful Act** concerning any actual or alleged violation of any federal, state or local law whether statutory, regulatory or common law respecting any of the following activities: business competition, prevention of monopolies, unfair trade practices or tortious interference in another's business or contractual relationships or antitrust activities; including, but not limited to, any actual or alleged violation of the Interstate Commerce Act of 1887, the Sherman Antitrust Act of 1890, the Clayton Act of 1914, the Robinson-Patman Act of 1936; the Cellar-Kefauver Act of 1950, or the Federal Trade Commissions Act of 1914, or any amendment to any of the proceeding.

Notwithstanding the foregoing, it is further understood and agreed that this endorsement shall not apply to any **Employment Practice Claim**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ESOP RETENTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. Section V. B., Retentions, of this Policy is amended to read to include:

If different Retentions are applicable to different parts of any **Loss** under this Policy, the applicable Retention will be applied separately to each part of such **Loss**, and the sum of such Retentions will not exceed the largest applicable Retention as set forth in Item 4. of the Declarations.

2. Solely with respect to ESOP Claims, as defined below, the applicable retention under Insuring Agreements (C) shall be \$<insert esop retention> each **Claim** which shall be deemed to be the amount set forth in Item 4. of the Declaration with respect to an ESOP Claim.

3. For the purposes of this endorsement the term "ESOP Claim" means any **Claim** involving an **ESOP**, as such term is defined in Section III. Definitions D. 5 of this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

RETENTION FOR REGULATORY CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. Solely with respect to **Regulatory Claims**, the Insurer shall only be liable for that part of **Loss** that is excess of *<amount>*, such amount shall be the retention with respect to such **Regulatory Claim**, regardless of whether such **Regulatory Claim** is indemnifiable, and such retention shall be uninsured and borne by the **Policyholder** at its own risk.
2. For the purposes of this endorsement the term **Regulatory Claim** means any **Claim** for a **Wrongful Act** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any violation(s) of any local, state or federal administrative or regulatory statute, code, rule or regulation or procedure as well as any and all **Claim(s)** brought by any local, state or federal governmental body and/or any agency or subdivision thereof.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

POLICY CORRECTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that Section III., DEFINITIONS, A.7.a.(iii) of this Policy is deleted and amended to read in its entirety as follows:

- (iii) fines, penalties or sanctions imposed upon an **Insured** pursuant to the Internal Revenue Service's Voluntary Compliance Resolution Program, Closing Agreement Program, or Tax Sheltered Annuity Voluntary Correction program, subject always to the Sublimit of Liability set forth in Item 3(B) in the Declarations; or

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ERRORS AND OMISSIONS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS®

In consideration of the premium charged, it is agreed that:

1. Section IV., Exclusions, C. 3. is deleted.
2. The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the **Policyholder's** performance of or failure to perform services for others, whether or not on a compensated basis; provided that this exclusion shall not apply to any **Claim** brought by a security holder of the **Policyholder** in his, her or its capacity as such, alleging a mismanagement of or failure to supervise those who performed or failed to perform such services or failure to disclose any of the foregoing.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

POLICY PERIOD EXTENSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SECUREXCESS POLICY

In consideration of an additional premium of \$<dollar amount>, it is agreed that:

1. Item 2. **Policy Period** listed on the Declarations is amended to read in its entirety as follows:

Item 2. **Policy Period:**

- a. Inception Date: <enter date>
- b. Expiration Date: <enter date>

Both dates at 12:01 a.m. at the address listed in Item 1.

2. The premium for this Endorsement shall be fully-earned as of the effective date of this Endorsement as stated above.
3. It is further understood and agreed that the Limits of Liability for the **Policy Period** set forth above shall remain unchanged and that this extension of the **Policy Period** shall not operate in any way to increase the Limits of Liability as stated in Item 3. of the Declarations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PAYMENTS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SECUREXCESS POLICY

In consideration of the premium charged, it is agreed that the second paragraph of Section I Insuring Agreement of the Policy is deleted and amended to read in its entirety as follows:

It is expressly agreed that liability for any covered loss shall attach to the **Insurer** only after the **Primary Policy** and **Underlying Insurers** shall have paid or been held liable to pay such covered loss in the applicable currency in an amount equal to the full amount of their respective liability, and/or the **Insured(s)** shall have paid in the applicable legal currency the full amount of such liability, due to the financial insolvency or demonstrable bad faith of an **Underlying Insurer**. The **Insurer** shall then be liable to pay only such additional amounts up to the limit of liability set forth in the Declarations, which shall be the maximum liability of the **Insurer** in each policy period.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PENDING AND PRIOR CLAIMS EXCLUSION (FOR INCREASED LIMITS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SECUREXCESS POLICY

In consideration of the premium charged, with respect to the limit of liability *<limit>* excess of *<limit>* of this Policy, the Insurer shall not be liable for any amount in any **Claim** taking place during the **Policy Period** and arising under any **Insurance Product**, which is based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:

- A. any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<date>* (which date shall be deemed to be set forth in Item 7. as the applicable Pending and Prior Claim date with respect to such **Claims**), or any wrongful act, fact, circumstance or situation underlying or alleged therein; or
- B. any other wrongful act, fact, circumstance or situation whenever occurring, which together with a wrongful act, fact, circumstance or situation described in A. above are causally or logically interrelated by a common nexus.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

INSURED PAYMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SECUREXCESS POLICY

In consideration of the premium charged, it is agreed that the second paragraph of Section I., INSURING AGREEMENT, of this Policy is deleted and amended to read in its entirety as follows:

The insurance afforded under this Policy shall apply only after the **Underlying Insurers** and/or the **Insureds** or the **Policyholder** shall have paid, in currency of legal tender, the full amount of the **Underlying Limits** for covered loss under the **Underlying Insurance** and the **Policyholder** or the **Insureds** shall have paid the full amount of the applicable retention amount under any **Underlying Insurance**.

As a condition precedent to any such payment by the **Insureds**, the **Insureds** must promptly notify the Insurer and obtain the Insurers written consent, such consent not to be unreasonably withheld.

In no way shall such payment by the **Insureds** constitute a waiver of any terms, conditions or exclusion of the **Underlying Insurance** or this Policy and nothing herein shall affect the Insurer's rights under this Policy to adjust, investigate or deny claims or to otherwise reserve its rights under this Policy with respect to any **Claim** under any Insuring Agreement.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

FOLLOW UNDERLYING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SECUREXCESS POLICY

In consideration of the premium charged, it is agreed that coverage under this Policy shall provide coverage excess of and follow the terms and conditions of Endorsement No. *<number>* of the following **Underlying Policy**:

<specify policy name, issuer and number>.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PRIOR NOTICE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SECUREXCESS POLICY

In consideration of the premium charged, it is agreed that the **Insurer** shall not be liable for any amount from any **Claim** which is based upon, arising from, or attributable to or in consequence of any fact, circumstance or situation which, prior to the inception date of this Policy, has been the subject of any written notice given under any other policy of insurance providing the same or similar type of coverage as this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

KNOWLEDGE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SECUREXCESS POLICY

In consideration of the premium charged, it is agreed that this Policy does not apply to **Claims** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, or event of which, as of the inception date of the **Policy Period**, any **Insured** had knowledge and had reason to suppose might give rise to a **Claim** that would fall within the scope of the insurance afforded by this Policy.

If this Policy is a renewal of another policy issued to the **Insured** by the **Insurer**, the references in this Endorsement to the "inception date of the **Policy Period**" will be deemed to refer instead to the inception date under the first policy under which the **Insurer** provided the **Insured** with coverage renewed by this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF "POLICYHOLDER" ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, the term **Policyholder**, as defined in Section III., Definitions, of this Policy, is amended to include:

<name of entity(ies)>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ENTITY SUB-LIMIT OF LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, solely with respect to **Claims** against the **Policyholder** the Insurer's maximum aggregate limit of liability under this Policy shall be *<dollar sub-limit amount>*, which amount shall be part of and not in addition to the Insurer's maximum aggregate limit of liability set forth in Item 3. of the Declarations of this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PENDING AND PRIOR CLAIMS EXCLUSION - ENTITY (FOR INCREASED LIMITS)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, with respect to the limit of liability *<limit>* excess of *<limit>* of this Policy, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Policyholder** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to *<date>*, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PROFESSIONAL ERRORS AND OMISSIONS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to the **Policyholder's** or any **Insured's** performance of or failure to perform professional services, legal services or medical services for others, or any act, error or omission relating thereto. This exclusion applies regardless of whether such services are performed on a compensated or uncompensated basis.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ENTITY RETENTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged:

1. Solely with respect to **Claims** against the **Policyholder** the Insurer shall only be liable for that part of **Loss** arising from a **Claim** which is excess of *<amount>*, such amount to be uninsured and borne by the **Policyholder** at its own risk.
2. The amount set forth in paragraph one above shall be deemed to be the amount set forth in Item 4. of the Declarations with respect to **Claims** against the **Policyholder**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SPECIFIC LITIGATION EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for any **Claim** or notice of circumstances provided to the Insurer pursuant to Section VI., Awareness Provision, which is based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the following, including any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein:

<list litigation>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

TIE IN LIMITS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, the **Insureds** and the Insurer hereby agree that this Policy has been issued in conjunction with *<name of other policy(ies) and policy number(s)>* (the "Other Policy(ies)") with the intention that this Policy and all the Other Policy(ies) would share a single aggregate limit of liability. Accordingly, any payments by the Insurer under this Policy shall reduce, and possibly exhaust, the limit of liability available for the payment of claims under the Other Policy(ies).

Similarly, any payments by the Insurer or an affiliate thereof under the Other Policy(ies) shall reduce and possibly exhaust the limit of liability available for the payment of **Claims** under this Policy.

In all events, the Insurer's maximum limit of liability under this Policy is *<enter limit of liability for this Policy>*. Additionally, when the sum total of **Claims** paid under this Policy and claims under the Other Policy(ies), equals *<enter the largest limit of liability of the tied policies>*, then the Insurer's obligations under this Policy as well as all of the Other Policy(ies) shall be completed fulfilled and extinguished.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

FAMILY CLAIMS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** by or on behalf of or in the name or right of:

1. <specify person>;
2. any person related to <specify person> through the 5th degree of consanguinity;
3. any spouse of any individual listed in paragraphs 1. or 2. above;
4. any heir, agent, trustee, assignee, representative, estate, or other legal representative of any individual listed in 1., 2., or 3. above; or
5. any corporation, limited liability company, limited partnership, partnership, or other entity in which any individual or entity named in 1., 2., 3., or 4. above has more than a five (5) percent equity interest.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF "POLICYHOLDER" ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that, the term **Policyholder**, as defined in Section III., Definitions, of this Policy, is amended to include the entities listed below (the "Additional Insureds"), but solely with respect to **Claims** for **Wrongful Acts** arising out of the Additional Insured's management or control of the **Parent Company**, or any **Subsidiary** thereof; provided such **Claims** are also made and continuously maintained against an **Insured**, other than an Additional Insured or any **Insured Individual** thereof:

Additional Insureds:

<name of entity(ies)>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND ITEM 1. OF THE DECLARATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the address listed in Item 1. of the Declarations is deleted and amended to read in its entirety as follows:

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SPECIFIC ENTITY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from:

1. Any **Claim** made against any **Insured** brought by or on behalf of or in the name or right of
<specify entity>; or
2. Any portion of a **Claim** made against <specify entity>.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND ITEM 1. OF THE DECLARATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that Item 1. of the Declarations is deleted and amended to read in its entirety as follows:

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND ITEM 2. OF THE DECLARATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of a *<insert "return" or "additional">* return premium of \$*<premium amount>*, it is agreed that, Item 2. of the Declarations is deleted and amended to read in its entirety as follows:

Item 2. Policy Period:

From 12:01 AM (Local time at the address stated in Item 1.) on *<date>*

To 12:01 AM (Local time at the address stated in Item 1.) on *<expiration date>*

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PRODUCT EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:

1. The manufacture, sale, distribution, supply, handling, installation, alteration, improvement, modification, maintenance, repair, disposal or of any goods, products, materials, parts or equipment, or any container thereof, by the **Insured**, by others on behalf of the **Insured**, by others for whom the **Insured** is legally responsible, by others trading under the **Insured's** name or by others under lease, license or other grant from the **Insured**;
2. The express or implied warranties or representations made by the **Insured** at any time regarding fitness, quality, durability, merchantability or performance of any goods, products, materials, parts, equipment or any container thereof;
3. The providing of or failure to provide adequate warnings or instructions with respect to any goods, products, materials, parts or equipment, or any container thereof; or
4. The actual or alleged malfunction of any product to perform in any manner as a result of any defect, deficiency or inadequacy in the design or manufacture of any goods, products, materials, parts or equipment, or any container thereof, by the **Insured**, by others on behalf of the **Insured**, by others for whom the **Insured** is legally responsible, by others trading under the **Insured's** name or by others under lease, license or other grant from the **Insured**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

REGULATORY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against any **Insured(s)** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any violation(s) of any local, state or federal administrative or regulatory statute, code, rule or regulation or procedure as well as any and all **Claim(s)** brought by any local, state or federal governmental body and/or any agency or subdivision thereof.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PROFESSIONAL ERRORS AND OMISSIONS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the **Policyholder's** or any **Insured's** actual or alleged performance of or failure to perform professional services for others whether or not on a compensated basis, or any alleged act, error or omission relating thereto, including but not limited to, services rendered in connection with any of the following: services as a broker, dealer, financial advisor, investment advisor, investment banker, investment manager, clearing agent, insurance broker, real estate syndicator; or services rendered in the Policyholder's Trust Department or as a trustee or other fiduciary or agent for individuals, partnerships, corporations or governmental bodies; or attributable to a **Lending Act**, or any function similar to those mentioned above; or any other professional services.

The term **Lending Act** shall mean any act performed by an **Insured** for a customer or client of the **Policyholder** in connection with the extension or refusal to extend credit or the granting or refusal to grant a loan, the servicing of any loan or lease or the foreclosure or repossession of any property.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PROFESSIONAL ERRORS AND OMISSIONS EXCLUSION (MODIFIED)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the **Policyholder's** or any **Insured's** actual or alleged performance of or failure to perform professional services for others whether or not on a compensated basis, or any alleged act, error or omission relating thereto, including but not limited to, services rendered in connection with any of the following: services as a broker, dealer, financial advisor, investment advisor, investment banker, investment manager, clearing agent, insurance broker, real estate syndicator; or services rendered in the Policyholder's Trust Department or as a trustee or other fiduciary or agent for individuals, partnerships, corporations or governmental bodies; or attributable to a **Lending Act**, or any function similar to those mentioned above; or any other professional services.

The term **Lending Act** shall mean any act performed by an **Insured** for a customer or client of the **Policyholder** in connection with the extension or refusal to extend credit or the granting or refusal to grant a loan, the servicing of any loan or lease or the foreclosure or repossession of any property.

Notwithstanding the foregoing, it is further understood and agreed that this endorsement shall not apply to any **Claim(s)** brought by a shareholder of the **Policyholder** in the form of a shareholder class, direct or derivative action alleging failure to supervise those who performed or failed to perform such professional services, provided that such shareholder action is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, any **Insured(s)** or the **Policyholder**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

MAJOR SECURITIES HOLDER EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claims** made against any **Insured** which are brought by or on behalf of or in the name or right of any individual or entity that owns or controls (whether beneficially, directly or indirectly) *<insert percentage>*% or more of the issued and outstanding equity securities or debt securities of the **Policyholder**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF INSURED INDIVIDUAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the term **Insured Individual**, as defined in this Policy, is amended to include *<name of person>* in their capacity as *<title, capacity or position>* of the **Policyholder**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF PLAN ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the term **Plan**, as defined in Section III., Definitions, of this Policy, is amended to include the following **ESOP**:

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

NON STACKING OF LIMITS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that as respects any **Claim** under this Policy for which coverage is also provided by one or more other policies issued by the Insurer, an affiliate thereof, or by any other member of what is commonly referred to as the Axis Group of Insurance Companies, or if coverage would be provided but for the exhaustion of the Limit of Liability or the applicability of the retention amount or Retention of such policies (any such policy an "Axis Insurance Policy"), the Limit of Liability provided by virtue of this Policy shall be reduced by the Limit of Liability provided under said other Axis Insurance Policy.

Notwithstanding the above, in the event such other Axis Insurance Policy has a provision like this one, then the above paragraph will not apply but instead:

- 1) the Insurer shall not be liable under this Policy for a greater proportion of the **Loss** than the applicable Limit of Liability under this Policy bears to the total Limit of Liability of all such policies; and
- 2) the maximum amount payable under all such policies shall not exceed the Limit of Liability of the policy which has the highest available Limit of Liability.

Nothing contained in this endorsement shall be construed to increase the Limit of Liability of this Policy which shall in all events be the maximum liability of the Insurer under this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ABUSE AND SEXUAL MISCONDUCT EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that, no coverage will be available under this Policy for **Loss**, including **Defense Costs**, from any **Claim** based upon, based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving, in whole or in part, any:

1. Abuse, including but not limited to sexual abuse, of a minor or adult, including any assault or battery;
2. **Sexual Misconduct** by an **Insured**; or
3. **Sexual Misconduct** committed against a person in the care or custody of an **Insured** or for whom an **Insured** is otherwise responsible.

For the purposes of this endorsement the term "**Sexual Misconduct**" means any actual or attempted verbal or non-verbal act, communication, contact or other conduct that constitutes or is perceived as sexual discrimination, intimidation, molestation, harassment, abuse or lewdness.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CORRECT DECLARATIONS PAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that Item <NUMBER> of the Declarations is deleted and amended to read in its entirety as follows:

<RESTATE THE ENTIRE ITEM OF THE DECLARATIONS THAT IS BEING REPLACE, INCLUDE EVERYTHING FROM "ITEM # TO THE END OF THE SECTION">

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

MEDICAL SERVICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the rendering or failure to render professional services in connection with the Insured's business as a provider of medical services or medical related services, which professional services include, but are not limited to:

- 1) Providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services, including the furnishing of food or beverage in connection therewith;
- 2) Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances, if the injury occurs after the Insured has relinquished possession thereof to others;
- 3) Handling, arranging or performing post mortem examinations on human bodies;
- 4) Providing veterinary services;
- 5) Providing services as a member of or participant in a formal medical accreditation or similar medical professional board or committee of an insured, a hospital or a professional society;
- 6) Providing services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of an insured, hospital or professional society; or
- 7) Offering any advice by the **Insured** in connection with any of the above.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

INSURANCE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the failure of an **Insured** to obtain, effect or maintain insurance or to comply with the terms of any insurance agreement.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

APPLICATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed by the Insurer and **Insureds** that the application or proposal dated <date> and submitted to <other carrier's name > on <other carriers>'s form shall be accepted by the Insurer as the Application for this Policy.

Any and all references to an Application or application in this Policy shall mean the application or proposal described above. The Insurer has relied upon all statements, warranties and other information and documents contained in or submitted with such other application or proposal as if they were submitted directly to Insurer using its own Application form.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

POLICY PERIOD EXTENSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of an additional premium of *<\$dollar amount>*, it is agreed that Item 2. **Policy Period** of the Declarations is deleted and amended to read in its entirety as follows:

Item 2. **Policy Period:**

From 12:01 AM (Local time at the address stated in Item 1.) on *<keep original date>*

To 12:01 AM (Local time at the address stated in Item 1.) on *<new expiration date>*

It is further understood and agreed that the Limits of Liability for the **Policy Period** set forth above shall remain unchanged and that this extension of the **Policy Period** shall not operate in any way to increase the Limits of Liability as stated in Item 3. of the Declarations.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SPECIFIC INDIVIDUAL EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from:

1. Any **Claim** made against any **Insured** brought by or on behalf of or in the name or right of *<specific individual>*; or
2. Any portion of a **Claim** made against, *<specific individual>*.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

EXTENDED REPORTING PERIOD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of an additional premium of \$*<ERP premium amount>* charged, it is agreed that the **Insureds** have elected the *<number of years>* year Extended Reporting Period described in Section II. of this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

INSURANCE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that:

1. Whenever used in this endorsement the term "Insurance Contract" shall mean any policy or agreement of insurance, reinsurance or indemnity, including, but not limited to, bonds, annuities, endowments, pension contracts and risk management self-insurance programs, pools or similar programs.
2. The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any of the **Insureds** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a. the actual or alleged refusal to offer, issue or renew, or the cancellation of, any Insurance Contract;
 - b. the actual or alleged failure or refusal to pay, or delay in the payment of, benefits due or alleged to have been due under any Insurance Contract;
 - c. the actual or alleged lack of good faith or unfair dealing in the handling of any claim or obligation under any Insurance Contract, or the brokering or underwriting of insurance policies or risks;
 - d. the actual or alleged conduct of the **Policyholder** or of any of the **Insured Individuals** as an insurance agent or insurance broker or insurance company in the negotiation, placement or maintenance of any Insurance Contract;
 - e. the failure to obtain, effect or maintain reinsurance or to comply with the terms of any reinsurance agreement;
 - f. the failure to obtain, effect or maintain insurance or to comply with the terms of any insurance agreement;
 - g. the rendering of professional services for others in the **Policyholder's** capacity as investment counselor, manager or advisor, investment banker, securities broker or dealer, financial planner or analyst, insurance agent or broker, general partner, limited partner or partnership unit distributor, or any similar capacity;
 - h. the sponsorship, ownership, control, management or operation of any investment company required to be registered with the United States Securities and Exchange Commission by the Investment Company Act of 1940;
 - i. the offering or sale of shares of any unit investment trust or management investment company or of variable annuity plans; or
 - j. any diminution of assets in connection with the activities described in subparagraphs (2)(h) and (2)(i).

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF SUBSIDIARY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, the term **Subsidiary**, as defined in Section III., Definitions, of this Policy, is amended to include:

<name of entity(ies)>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

MULTIPLE PARTY CLAIM RETENTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that:

1. Notwithstanding anything in this Policy to the contrary, it is agreed that with respect to a **Multiple Party Claim** the Insurer shall only be liable for that part of **Loss** that is excess of *<amount>* and such amount shall be the retention with respect to such **Multiple Party Claim**, regardless of whether such **Multiple Party Claim** is indemnifiable. Further, such retention shall be uninsured and borne by the **Policyholder** at its own risk.
2. For the purposes of this endorsement, the term **Multiple Party Claim** means a **Claim** that is:
 - a. a civil proceeding brought or maintained by or on behalf of a putative or certified class of plaintiffs pursuant to Rule 23 of the Federal Rules of Civil Procedure, or a similar state rule of civil procedure;
 - b. a civil proceeding brought or maintained by or on behalf of two (2) or more plaintiffs; or
 - c. a civil proceeding brought or maintained by a governmental entity, department or agency alleging **Wrongful Acts** by an **Insured** against one or more classes or groups of similarly situated individuals.
3. The **Multiple Party Claim** retention as set forth in paragraph 1. above applies to the type of **Multiple Party Claim** described in paragraph 2.a. of this endorsement upon the service of the first complaint, or amended complaint therein, which attempts to qualify or certify the proceeding as a class action.
4. If different parts of **Loss** arising from a single **Claim** are subject to different Retentions, the applicable Retention will be applied separately to each part of such **Loss**, but the sum of such Retentions shall not exceed the largest applicable Retention.
5. If a **Claim** that is not a **Multiple Party Claim** becomes a **Multiple party Claim**, then the **Multiple Party Claim** retention set forth in paragraph 1. above shall apply to such **Claim**. The **Multiple Party Claim** retention shall continue to apply to a **Claim** that at any time qualified as a **Multiple Party Claim** under paragraph 2. above, even if such **Claim** has been separated into multiple actions by different plaintiffs and no longer meets the definition of a **Multiple Party Claim**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

EDUCATORS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against an **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving, in whole or in part, the rendering or failure to render professional services in connection with an **Insured's** business or services as an educator. Such services shall include but are not limited to, educational instruction, career guidance, discipline, corporal punishment, student consumerism, class content, grading practices, admittance procedures, expulsion procedures, integration, desegregation, student enrollment, participation in any educational or extracurricular program, bussing and other student transportation practices relating to a program or plan of integration or desegregation, or any advice in connection with any of the above.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PRIOR ACTS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that, the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any **Wrongful Act** actually or allegedly occurring before **<DATE>** (hereinafter "Prior Acts") or any **Wrongful Act** whenever occurring, which together with any Prior Acts constitutes **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

REORGANIZATION, DOWNSIZING AND FACILITY CLOSING EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any liability arising out of a **Wrongful Act** which takes place after a **Policyholder** reorganizes, downsizes operations, or closes one or more plants or places of business operations resulting in the termination within a sixty (60) day period of more than *<spell out number>* percent (*<number>*%) of the **Employees** of the **Policyholder**, exclusive of temporary or seasonal employees, at any plant or place of business operation.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

BROADCASTING, ADVERTISING, PUBLISHING EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** or **Claims** made against the **Insureds** alleging, based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving printing, publishing, broadcasting, telecasting, advertising, re-broadcasting or re-televising activities or activities incidental thereto including but not limited to **Claims** alleging plagiarism, infringement of copyright, patent, title or slogan, piracy or unfair competition or idea misappropriation under an implied contract; or false arrest, detention or imprisonment or malicious prosecution; or wrongful entry or eviction or other invasion of the right of private occupancy; or the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SECURITIES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable for any **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from in consequence of, or in any way involving any actual or alleged violation of:

- a. the Securities Act of 1933, the Securities Exchange Act of 1934, or any rules or regulations of the U.S. Securities and Exchange Commission promulgated thereunder;
- b. any federal, state ("blue sky"), local or provincial statute relating to securities, or any rules or regulations promulgated thereunder; or
- c. any local or common law imposing liability in connection with the purchase and sale of, or the offer to purchase or sell, securities.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

SCHEDULED ADMINISTRATOR

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that solely with respect to the **Policyholder's Plans** the term **Administrator**, as defined in Section III., Definitions, of this Policy, is amended to include *<specify entity>* but only with respect to **Wrongful Acts** in connection with such **Plans**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PRIOR AND PENDING CLAIMS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that notwithstanding anything in this Policy to the contrary the Insurer shall not be liable for **Loss** arising from any **Claim** made against:

*<list entity **Insureds** to which this exclusion applies>*

or any **Insured Individual** thereof based upon, arising out of, directly or indirectly resulting from, in consequence or in any way involving :

- (a) any demand, suit or other proceeding pending, or order, decree or judgment entered, against any **Insured** on or prior to the <Date>, or any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
- (b) any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** described in (a) above, constitute **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

BROKER COMMISSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Declarations of this Policy is amended to include the following at the end thereof:

Commission: *<percent>*%

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

DELETE SPECIFIED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that Endorsement No. *<number>* of this Policy is deleted.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

CREDITOR / DEBTOR EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that there shall be no coverage under this Policy for any **Claim**:

1. brought or made by or behalf of or in the name or right of any creditor, debtor, lender, mortgage holder, debt holder, lien holder, receiver, bankruptcy trustee of the **Policyholder**; or
2. arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to claims alleging misrepresentation in connection with the extension of credit or purchase or a debt instrument, or alleging any deterioration in the value of the debt as a result or, in part or in whole, the bankruptcy or insolvency of the **Insured(s)**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

COMMISSION CONTRIBUTIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon, or attributable to:

- (i) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time domestic or foreign government or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- (ii) Payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, principal shareholders, or owners or employees, or "Affiliates" (as that term is defined in The Securities Exchange Act of 1934, including any officers, directors, agents, owner, partners, representatives, principal shareholders or employees of such Affiliates) of any customers of the company or any members of their family or any entity with which they are affiliated; or
- (iii) Political contributions, whether domestic or foreign.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

PRE-APPROVED COUNSEL ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that notwithstanding anything to the contrary in this Policy, but subject to the conditions set forth below, the **Insureds** will be permitted to use **<NAME OF FIRM>**, to represent them in defense of **Claims** under this Policy, subject to the notice provisions of the Policy. No coverage will be provided for any **Defense Costs** incurred under this Policy, including by the law firm named above, prior to the **Insured** providing notice of such **Claim** to the Insurer and the **Insured** obtaining the Insurer's consent to incur such costs. The foregoing permission, and the Insurer's obligation to pay **Defense Costs** to such counsel pursuant to this endorsement, is expressly conditioned on the Insurer's receipt from such counsel of a written consent, in form reasonably acceptable to the Insurer, to the following:

- a) Such counsel shall adhere in all respects to the Insurer's Litigation Management Program, Procedures for Reporting and Billing guidelines for counsel; and
- b) The Insurer shall pay such counsel a maximum rate of **\$<DOLLAR AMOUNT>** dollars per hour for work performed by a partner of the law firm mentioned above and a maximum rate of **\$<DOLLAR AMOUNT>** per hour for all work performed by any associates of such firm. Additionally, the maximum rate the Insurer will pay for services performed by a paralegal shall be **\$<DOLLAR AMOUNT>**.

The Insurer's consent to use the law firm listed above is limited to the following area of expertise or practice area:

<PRACTICE AREA>

Additionally, the Insurer's permission to use the law firm listed above shall be limited to the following geographic area:

<GEOGRAPHIC AREA>

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND DEFINITION OF SUBSIDIARY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of an additional premium of \$<dollar amount>, it is agreed that the term **Subsidiary** as defined in Section III. of this Policy shall include the following entity(ies):

Subsidiary	Prior Acts Date
<name of entity>	<date>

The Insurer shall not be liable for **Loss** arising from any **Claim** made against any **Subsidiary** listed above, or any **Insured Individual** thereof based upon, arising from, or attributable to any **Wrongful Act** actually or allegedly occurring before the applicable Prior Acts Date listed opposite such **Subsidiary's** name above (hereinafter "Prior Acts") or any **Wrongful Act** whenever occurring, which together with any Prior Acts constitutes **Interrelated Wrongful Acts**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

KNOWLEDGE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<TITLE OF POLICY>

In consideration of the premium charged, it is agreed that this Policy does not apply for **Loss** from **Claims** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event of which, as of the inception date of the **Policy Period**, any **Insured** had knowledge and had reason to suppose might give rise to a **Claim** that would fall within the scope of the insurance afforded by this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

KNOWLEDGE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<POLICYFORM-NAME>

In consideration of the premium charged, it is agreed that this Policy does not apply to **Loss** from **Claims** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event of which, as of the inception date of the **Policy Period**, any **Insured** had knowledge and had reason to suppose might give rise to a **Claim** that would fall within the scope of the insurance afforded by this Policy.

If this Policy is a renewal or another policy issued to the **Insured** by the Insurer, the references in this Endorsement to the "inception date of the **Policy Period**" will be deemed to refer instead to the inception date under the first Policy under which the Insurer provided the **Insured** with coverage renewed by this Policy.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

TRADE LAWS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

<POLICYFORM-NAME>

In consideration of the premium charged, it is agreed that payment of **Loss** under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations. This Policy does not apply to the extent that economic or trade sanctions or other laws or regulations prohibit the coverage provided by this Policy, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

All other provisions remain unchanged.

Authorized Representative

Date

<i>SERFF Tracking Number:</i>	<i>REGU-125198654</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Axis Reinsurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-024989</i>
<i>Company Tracking Number:</i>	<i>ARC-AR-PLF-07</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Axis Re Professional Liability Forms Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125198654 State: Arkansas
Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989
Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Supporting Document Schedules

		Review Status:	
Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Approved	11/21/2007
Comments:			
Attachment:			
AR NAIC Transmittal.pdf			
		Review Status:	
Satisfied -Name:	Cover Letter, Authorization	Approved	11/21/2007
Comments:			
Attachments:			
AR Cover Letter.pdf			
Filing Authorization.pdf			
		Review Status:	
Satisfied -Name:	Explanatory Memo, Forms Index	Approved	11/21/2007
Comments:			
Attachments:			
Explanatory Memo - All Programs.pdf			
Forms Index - All Forms.pdf			
		Review Status:	
Satisfied -Name:	Approved Form PV 0542	Approved	11/21/2007
Comments:			
Attachment:			
PV 0542 1006 Arkansas Privatus Amendatory Endorsement.pdf			

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">New Business</div> <div style="width: 40%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">Renewal Business</div> <div style="width: 40%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---


3. Group Name	Group NAIC #
AXIS Capital Holdings	3416

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Axis Reinsurance Company	NY	20370	51-0434766	

5. Company Tracking Number	ARC-AR-PLF-07
-----------------------------------	---------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Jeremy W. Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004	Senior Analyst	(212) 571-3989	(212) 571-2502	jeremybattles@irc-lc.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jeremy W. Battles

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 Other Liability - Claims Made/Occurrence
10. Sub-Type of Insurance (Sub-TOI)	17.0000 Other Liability Sub-TOI Combinations
11. State Specific Product code(s) (if applicable)[See State Specific	
12. Company Program Title (Marketing title)	Multiple Professional Liability Programs
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	June 7, 2007
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # ARC-AR-PLF-07

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

AXIS Reinsurance Company is submitting independent endorsements for use with various Professional Liability policies. These endorsements are designed to be used with the policy forms previously filed by the company for various professional liability programs, as noted on the included explanatory memorandum. Also attached is an exhibit which describes each filed endorsement and indicates the policy form(s) to which the endorsement is applicable.

There is no overall rating impact anticipated from the use of these endorsements. As necessary, the pricing of individual accounts (to reflect endorsement usage) will be adjusted via appropriate selection of applicable pricing factors contained in the previously submitted rating plans for these programs.

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 9001
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	ARC-AR-PLF-07			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Public Offering Exclusion	DO 1001 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Non-Cancelable Endorsement	DO 1002 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Non-Entity Employment Practices Liability Endorsement	DO 1003 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Professional Services Exclusion	DO 1006 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Selling Shareholder Endorsement	DO 1008 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Selling Shareholder Coverage Endorsement	DO 1011 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Selling Shareholder Coverage Endorsement	DO 1012 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Controlling Shareholder Coverage Endorsement	DO 1013 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Controlling Shareholder Coverage Endorsement	DO 1014 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Offering Endorsement	DO 1017 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Offering Endorsement	DO 1018 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Run-Off Endorsement	DO 1019 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Joint Venture Endorsement	DO 1020 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Run-Off Endorsement	DO 1021 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Pending and Prior Claims Exclusion (For Increased Limits)	DO 1022 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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PC FFS-1			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

16	Modified Regulatory Exclusion	DO 1023 (Ed. 2/2003)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Amend Bodily Injury/Property Damage Exclusion Endorsement	DO 1026 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Continuity Endorsement	DO 1029 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Limited Partnership Endorsement	DO 1031 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Amend Definition of Subsidiary Endorsement	DO 1035 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	Amend Item 6. of the Declarations Endorsement	DO 1037 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Amend ERISA Exclusion Endorsement	DO 1038 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Professional Services Exclusion Endorsement	DO 1039 (Ed. 02/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Acquisition Endorsement	DO 1040 (Ed. 02/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	Amend Definition of Insured Individual(s) Endorsement	DO 1041 (Ed. 02/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Underwriter and IPO Laddering Exclusion	DO 1042 (Ed. 02/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	Joint Venture Extension	DO 1043 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	Non Stacking of Limits Endorsement	DO 1044 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limits)	DO 1045 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	Antitrust Sublimit Endorsement	DO 1046 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	Notice of Claim Endorsement	DO 1047 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	Representations and Severability with Respect to Application (Amended)	DO 1048 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	Amend Exclusion Endorsement	DO 1049 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	Delete Failure to Maintain Insurance Exclusion Endorsement	DO 1050 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35	Amend Extended Reporting Period Endorsement	DO 1051 (Ed. 0706)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement		

			<input type="checkbox"/> Withdrawn		
36	Amend Acquisition Threshold Endorsement	DO 1052 (Ed. 0806)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37	Amend Exclusion A.5. Endorsement	DO 1053 (Ed. 1006)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38	Run-Off Endorsement	DO 1054 (Ed. 1106)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39	Defense Endorsement	EP 1001 (Ed. 6/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
40	Discriminatory Practices Exclusion	EP 1003 (Ed. 6/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
41	Continuity Endorsement	EP 1005 (Ed. 6/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
42	Sublimit of Liability for Third Party Claims Endorsement	EP 1008 (Ed. 6/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
43	Run-Off Endorsement	EP 1009 (Ed. 0603)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
44	Run-Off Endorsement	EP 1010 (Ed. 6/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
45	Separate Retention for Third Party Claims Endorsement	EP 1011 (Ed. 6/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
46	Amend Exclusions Endorsement	EP 1012 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
47	Amend Exclusion Endorsement	EP 1013 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
48	Amend Extended Reporting Period Endorsement	EP 1014 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
49	Amend Bodily Injury/Property Damage Exclusion Endorsement	EP 1015 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
50	Amend Exclusion Endorsement	EP 1016 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
51	Amend Definition of Application Endorsement	EP 1017 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
52	Notice of Claim Endorsement	EP 1018 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
53	Amended Exclusion Endorsement	EP 1019 (Ed. 07/05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
54	Amend Acquisition Threshold Endorsement	EP 1020 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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PC-FES-1 Professional Counsel			<input checked="" type="checkbox"/> New <input type="checkbox"/>		

55	Amend Approved Sources Endorsement	EP 1021 (Ed. 0606)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
56	Bordereau Reporting of Claims Endorsement	EP 1022 (Ed. 0706)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
57	Amend Defense and Settlement Endorsement	EP 1023 (Ed. 0106)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
58	Pending and Prior Claims Exclusion Endorsement	EP 1024 (Ed. 05/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
59	Amend Contractual Exclusion	EP 1025 (Ed. 0107)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
60	Entity Coverage Exclusion	FL 1001 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
61	Continuity Endorsement	FL 1003 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
62	Pending and Prior Claims Exclusion (For Increased Limits)	FL 1004 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
63	Run-Off Endorsement	FL 1005 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
64	Amend Acquisition Provisions Endorsement	FL 1006 (Ed. 0203)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
65	HIPAA Endorsement	FL 1007 (Ed. 0405)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
66	Notice of Claim Endorsement	FL 1008 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
67	Amend Exclusion Endorsement	FL 1009 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
68	Representations and Severability With Respect to Application (Amended) Endorsement	FL 1010 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
69	Separate Retention for Securities Claims Endorsement	FL 1011 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
70	No Retention for Non-Indemnifiable Claims Endorsement	FL 1012 (Ed. 0806)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
71	Order of Payments Endorsement	FL 1013 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
72	ESOP Retention Endorsement	FL 1014 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
73	Amend Extended Reporting Period Endorsement	FL 1015 (12/05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
74	Amend Extended Reporting Period Endorsement	FL 1016 (Ed. 11/05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

			<input type="checkbox"/> Withdrawn		
75	Territory Endorsement	FL 1017 (Ed. 11/05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
76	Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limit)	FL 1018 (Ed. 07/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
77	Amend Definition of Plan Endorsement	FL 1019 (Ed. 08/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
78	Retroactive Date Endorsement	LM 1797 (Ed. 04/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
79	Amend Optional Extended Reporting Period Endorsement	LM 1800 (Ed. 05/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
80	Continuity Endorsement	NP 1001 (Ed. 06/04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
81	Retention Endorsement	NP 1002 (Ed. 06/04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
82	Abuse Exclusion	NP 1003 (Ed. 06/04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
83	Pending and Prior Claims Date for Wrongful Employment Claims Endorsement	NP 1004 (Ed. 06/04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
84	Pending and Prior Claims Date for Wrongful Personal and Publisher's Acts Claims Endorsement	NP 1005 (Ed. 06/04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
85	Employment Practices Exclusion	NP 1006 (Ed. 05/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
86	Third Party Claims Exclusion	NP 1007 (Ed. 10/2001)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
87	Wrongful Personal and Publisher's Acts Exclusion	NP 1012 (Ed. 06/04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
88	Antitrust – Unfair Trade Practices Exclusion	NP 1013 (Ed. 06/04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
89	Broadcasting, Advertising, Publishing Exclusion Endorsement	NP 1015 (Ed. 06/04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
90	Outside Directorship Coverage	NP 1016 (Ed. 06/04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
91	Entity Wrongful Personal and Publisher's Acts Exclusion	NP 1017 (Ed. 06/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
92	Retention Endorsement	NP 1018 (Ed. 06/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
	© 2007 National Association of Insurance Commissioners PC 98-1 of Liability For Third Party		<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

93	Sublimit of Liability For Third Party Claims Endorsement	NP 1019 (Ed. 0606)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
94	Counseling Exclusion Endorsement	NP 1020 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
95	Amend Bodily Injury/Property Damage Exclusion Endorsement	NP 1021 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
96	Sponsor/Developer Exclusion	NP 1022 (Ed. 09/05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
97	Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limits)	NP 1023 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
98	Outside Directorship Coverage Endorsement	NP 1027 (Ed 1006)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
99	Corporate General Partner Coverage Endorsement	PV 1002 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
100	Run-Off Endorsement	PV 1004 (Ed. 10/2000)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
101	Run-Off Endorsement	PV 1005 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
102	Discriminatory Practices Exclusion	PV 1006 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
103	Entity Antitrust Exclusion	PV 1007 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
104	Modified Regulatory Exclusion	PV 1008 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
105	IRA / Keogh Endorsement	PV 1009 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
106	IRA / Keogh Endorsement	PV 1010 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
107	Sublimit of Liability For Third Party Claims Endorsement	PV 1011 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
108	Continuity Endorsement	PV 1013 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
109	Amend Bodily Injury / Property Damage Exclusion Endorsement	PV 1014 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
110	Sublimit of Liability for Employment Practices Claims Endorsement	PV 1015 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
111	Separate Retention for Third Party Claims Endorsement	PV 1016 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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112	Subretention for Third Party Claims Endorsement	PV 1017 (Ed. 0903)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
113	FDA Exclusion	PV 1018 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
114	Limited Partnership Endorsement	PV 1019 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
115	Pre-Approved Counsel Endorsement	PV 1021 (Ed. 0903)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
116	Sublimit of Liability for Fiduciary Liability Endorsement	PV 1022 (Ed. 1005)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
117	Franchise Exclusion	PV 1024 (Ed. 11/2002)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
118	Add Insuring Agreement (C) Midterm Endorsement	PV 1025 (Ed. 12/02)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
119	Separate Limit Endorsement	PV 1026 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
120	Employment Practices Exclusion	PV 1027 (Ed. 03/2005)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
121	Amend Exclusion Endorsement	PV 1028 (Ed. 1106)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
122	HIPAA Endorsement	PV 1029 (Ed. 0806)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
123	Amend Settlement Clause Endorsement	PV 1030 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
124	Amend Pollution Exclusion Endorsement	PV 1031 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
125	Priority of Payments Endorsement	PV 1032 (Ed. 05/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
126	Amend Acquisition Threshold Endorsement	PV 1033 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
127	Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limits)	PV 1034 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
128	Amend Exclusions Endorsement	PV 1035 (Ed. 04/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
129	Professional Errors and Omissions Exclusion (Modified)	PV 1036 (Ed. 12/05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
130	Insured vs. Insured Exclusion (Amended)	PV 1037 (Ed. 12/05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
131	Representations and Severability With Respect to Application (Amended)	PV 1038 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

			<input type="checkbox"/> Withdrawn		
132	Non-Rescission Endorsement	PV 1039 (Ed. 11/05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
133	Retention for Antitrust Claims Endorsement	PV 1040 (Ed. 03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
134	ESOP Retention Endorsement	PV 1041 (Ed. 01/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
135	Retention For Regulatory Claims Endorsement	PV 1042 (Ed. 03/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
136	Policy Correction Endorsement	PV 1043 (Ed. 05/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
137	Errors and Omissions Exclusion	PV 1044 (Ed. 05/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
138	Policy Period Extension Endorsement	SE 1025 (05/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
139	Payments Endorsement	SE 1026 (06/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
140	Pending and Prior Claims Exclusion (For Increased Limits)	SE 1027 (06/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
141	Insured Payment Endorsement	SE 1028 (07/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
142	Follow Underlying Endorsement	SE 1030 (11/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
143	Prior Notice Exclusion	SE 1033 (03/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
144	Knowledge Exclusion	SE 1015 (Ed. 04/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
145	Amend Definition of "Policyholder" Endorsement	MU 1001 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
146	Entity Sub-Limit of Liability Endorsement	MU 1002 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
147	Pending and Prior Claims Exclusion – Entity (For Increased Limits)	MU 1003 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
148	Professional Errors and Omissions Exclusion	MU 1009 (Ed. 05/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
149	Entity Retention Endorsement	MU 1010 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
150	Specific Litigation Exclusion	MU 1012 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

151	Tie In Limits Endorsement	MU 1013 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
152	Family Claims Exclusion	MU 1014 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
153	Amend Definition of "Policyholder" Endorsement	MU 1015 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
154	Amend Item 1. of the Declarations Endorsement	MU 1016 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
155	Specific Entity Exclusion	MU 1017 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
156	Amend Item 1. of the Declarations Endorsement	MU 1018 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
157	Amend Item 2. of the Declarations Endorsement	MU 1019 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
158	Product Exclusion	MU 1020 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
159	Regulatory Exclusion	MU 1021 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
160	Professional Errors and Omissions Exclusion	MU 1022 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
161	Professional Errors and Omissions Exclusion (modified)	MU 1023 (Ed. 2/2002)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
162	Major Securities Holder Exclusion	MU 1024 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
163	Amend Definition of Insured Individual	MU 1025 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
164	Amend Definition of Plan Endorsement	MU 1026 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
165	Non Stacking of Limits Endorsement	MU 1027 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
166	Abuse and Sexual Misconduct Exclusion	MU 1028 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
167	Correct Declarations Page Endorsement	MU 1029 (Ed. 0203)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
168	Medical Services Exclusion	MU 1030 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
169	Insurance Exclusion	MU 1031 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
170	© 2007 National Association of Insurance Commissioners Policy Application Endorsement	MU 1032 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

			<input type="checkbox"/> Withdrawn		
171	Policy Period Extension Endorsement	MU 1033 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
172	Specific Individual Exclusion	MU 1034 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
173	Extended Reporting Period Endorsement	MU 1035 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
174	Insurance Exclusion	MU 1036 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
175	Amend definition of Subsidiary Endorsement	MU 1037 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
176	Multiple Party Claim Retention Endorsement	MU 1038 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
177	Educators Exclusion	MU 1039 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
178	Prior Acts Exclusion	MU 1040 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
179	Reorganization, Downsizing and Facility Closing Exclusion	MU 1041 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
180	Broadcasting, Advertising, Publishing Exclusion Endorsement	MU 1042 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
181	Securities Exclusion	MU 1043 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
182	Scheduled Administrator	MU 1044 (Ed. 2/2003)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
183	Prior and Pending Claims Endorsement	MU 1051 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
184	Broker Commission Endorsement	MU 1052 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
185	Delete Specified Endorsement	MU 1053 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
186	Creditor/Debtor Exclusion	MU 1054 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
187	Commission Contributions Endorsement	MU 1055 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
188	Pre-Approved Counsel Endorsement	MU 1056 (Ed. 0606)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
189	Amend Definition of Subsidiary Endorsement	MU 1057 (Ed. 04/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

190	Knowledge Exclusion	MU 1058 (Ed. 05/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
191	Knowledge Exclusion	MU 1059 (Ed. 1006)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
192	Trade Laws Endorsement	MU 1061 (Ed. 11/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



Insurance Regulatory Consultants LLC

filing on behalf of **AXIS REINSURANCE COMPANY**

Submitted via SERFF

June 7, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201

*Please be advised that Insurance Regulatory Consultants (IRC) has been appointed to submit this filing on behalf of **Axis Reinsurance Company**. A copy of this authorization is attached to this filing.*

Re: AXIS Reinsurance Company
NAIC Number: 3416-20370; FEIN Number: 51-0434766
Professional Liability Forms Filing
Company Filing ID Number: ARC-AR-PLF-07
Proposed Effective Date: Upon Approval
State of Arkansas

Dear Commissioner Bowman:

AXIS Reinsurance Company is submitting independent endorsements for use with various Professional Liability policies. These endorsements are designed to be used with the policy forms previously filed by the company for various professional liability programs, as noted on the included explanatory memorandum. Also attached is a forms index which describes each filed endorsement and indicates the policy form(s) to which the endorsement is applicable.

There is no overall rating impact anticipated from the use of these endorsements. As necessary, the pricing of individual accounts (to reflect endorsement usage) will be adjusted via appropriate selection of applicable pricing factors contained in the previously submitted rating plans for these programs.

The following items are enclosed for your review:

1. State Required Filing Forms
2. Explanatory Memorandum and Forms Index
3. Independent Forms

A check in the amount of **\$50.00** was mailed to cover the required filing fee.

We ask that this filing become effective for all policies effective upon approval.

Your early review and approval will be appreciated. Should you need any additional information or have any questions, please do not hesitate to contact me at the numbers or e-mail address listed below.

Sincerely,

Jeremy W. Battles - Insurance Regulatory Consultants, LLC
(212) 571-3989 (phone); (212) 571-2502 (fax)
jeremybattles@ircllc.com (e-mail)



May 15, 2007

LETTER OF FILING AUTHORIZATION

I, Duane Manns CPCU, AU, am a duly authorized Filing and Regulatory Manager of AXIS Reinsurance Company. This letter authorizes Insurance Regulatory Consultants, LLC (IRC) to file on behalf of AXIS Reinsurance Company, multiple endorsements for our Professional Lines programs. This authorization extends to all correspondence and inquiries in connection with this multiple endorsements filing.

Please direct all correspondence regarding this Program to:

Insurance Regulatory Consultants, LLC (IRC)
50 Broad Street, Suite 501
New York, NY 10004

AXIS Reinsurance Company

Duane Manns CPCU, AU

Name

Filing and Regulatory Manager

Title

A handwritten signature in dark ink, reading "Duane Manns". The signature is written in a cursive, flowing style. The first name "Duane" is written in a larger, more prominent script, and "Manns" follows in a similar but slightly smaller script.

Signature

AXIS REINSURANCE COMPANY

EXPLANATORY MEMORANDUM

Professional Liability Endorsements

With this filing, AXIS Reinsurance Company is submitting independently developed endorsements prepared for use with its various Professional Liability policies. These endorsements are designed to be used with the policy forms previously filed by the company for the following professional liability programs:

- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- Not-For-Profit Liability
- Privatus
- SecurExcess
- Mid-Size Lawyers Professional Liability
- Crime

The endorsement numbering prefix protocol corresponds with the policy form to which the endorsement will be used as follows:

- DO – Directors & Officers Liability
- EP – Employment Practices Liability
- FL - Fiduciary Liability
- NP - Not-For-Profit Liability
- PV - Privatus
- SE - SecurExcess
- LM - Mid-Size Lawyers Professional Liability
- CR - Crime
- MU – Multiple-Use (with more than one of the above policy forms)

The enclosed forms index describes the endorsements by policy type, and indicate the policy forms to which each of the specific multiple-use endorsements apply.

There is no overall rating impact anticipated from the use of these endorsements. As necessary, the pricing of individual accounts (to reflect endorsement usage) will be adjusted via appropriate selection of applicable pricing factors contained in the previously submitted rating plans for these programs.

SUPPLEMENTAL ENDORSEMENTS INDEX

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
DO 1001 (Ed.2/2003)	N/A	<u>Public Offering Exclusion</u> – This endorsement is used to exclude coverage for any Loss arising from any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving, with a specified exception, any public offering of securities by the Policyholder or alleging a purchase or sale of such securities subsequent to such public offering.
DO 1002 (Ed.2/2003)	N/A	<u>Non-Cancelable Endorsement</u> - Non-Cancelable, Premium Fully earned endorsement, written notice 60 days
DO 1003 (Ed.02/2003)	N/A	<u>Non-Entity Employment Practices Liability Endorsement</u> – This endorsement is used to amend the Policy to provide specified coverage for Wrongful Employment Acts.
DO 1006 (Ed. 2/2003)	N/A	<u>Professional Services Exclusion</u> – This endorsement is used to exclude coverage for any Loss arising from any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving, with a specified exception, the Policyholder’s performance or failure to perform professional services for others.
DO 1008 (Ed. 2/2003)	N/A	<u>Selling Shareholder Endorsement</u> – This endorsement is used to expand the definition of “Wrongful Act(s)” to include errors or omissions actually or allegedly committed or attempted by any Insured Individual in their capacity as Selling Shareholder in the Policyholder’s offering of Securities subject to registration under the Securities Act of 1933.
DO 1011 (Ed. 2/2003)	N/A	<u>Selling Shareholder Coverage Endorsement</u> – This endorsement is used to expand the definition of the term “Insured Individual” to include “Selling Shareholders” as defined by the endorsement.
DO 1012 (Ed. 2/2003)	N/A	<u>Selling Shareholder Coverage Endorsement</u> – This endorsement is used to expand the definition of the term “Insured Individual” to include “Selling Shareholders” as defined by the endorsement.
DO 1013 (Ed. 2/2003)	N/A	<u>Controlling Shareholder Coverage Endorsement</u> – This endorsement is used to expand the definition of “Individual Insured” to include “Controlling Shareholder”.
DO 1014 (Ed. 2/2003)	N/A	<u>Controlling Shareholder Coverage Endorsement</u> – This endorsement is used to expand the definition of “Individual Insured” to include “Controlling Shareholder”.
DO 1017 (Ed. 2/2003)	N/A	<u>Offering Endorsement</u> – This endorsement is used to exclude coverage for any Loss arising from any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any offering of securities after a certain date unless notice is provided to the Insurer as specified in the endorsement.
DO 1018 (Ed. 2/2003)	N/A	<u>Offering Endorsement</u> – This endorsement is used to exclude coverage for any Loss arising from any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any offering of securities after a certain date unless notice is provided to the Insurer as specified in the endorsement.
DO 1019 (Ed. 2/2003)	N/A	<u>Run-Off Endorsement</u> – This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured involving any fact, circumstance, situation, transaction, or Wrongful Act occurring on or after the date specified in the endorsement.
DO 1020 (Ed. 2/2003)	N/A	<u>Joint Venture Endorsement</u> – This endorsement is used to amend the term “Subsidiary” to include any joint venture in which a Parent Corporation either owns 50% equity interest or has management control.
DO 1021 (Ed. 2/2003)	N/A	<u>Run-Off Endorsement</u> – This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured involving any fact, circumstance, situation, transaction, or Wrongful Act occurring on or after the date specified in the endorsement.
DO 1022 (Ed. 2/2003)	N/A	<u>Pending and Prior Claims Exclusion (For Increased Limits)</u> –This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured based upon, arising from, or attributable to any Wrongful Act occurring prior to the date specified in the endorsement, or for any Interrelated Wrongful Acts.

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
DO 1023 (Ed. 2/2003)	N/A	<u>Modified Regulatory Exclusion</u> – This endorsement is used to exclude coverage, with specified exceptions, for Loss arising from any Claim made against any Insured based upon, arising from, or attributable to any local, state or federal administrative or regulatory statute, code, rule or regulation or procedure as well as any Claim brought by any local, state or federal governmental body.
DO 1026 (Ed. 2/2003)	N/A	<u>Amend Bodily Injury/Property Damage Exclusion Endorsement</u> – This endorsement is used to broaden the scope of Section IV., Exclusions, A. 3.
DO 1029 (Ed. 2/2003)	N/A	<u>Continuity Endorsement</u> – This endorsement is used to specify the terms under which the Insureds are offered continuity of coverage.
DO 1031 (Ed. 2/2003)	N/A	<u>Limited Partnership Endorsement</u> – This endorsement is used to extend coverage to a person serving as a general partner of a Limited Partnership.
DO 1035 (Ed. 2/2003)	N/A	<u>Amend Definition of Subsidiary Endorsement</u> – This endorsement is used to extend coverage to a Subsidiary named in the endorsement.
DO 1037 (Ed. 2/2003)	N/A	<u>Amend Item 6. of the Declarations Endorsement</u> – This endorsement is used to amend Item 6. of the Declarations Endorsement.
DO 1038 (Ed. 2/2003)	N/A	<u>Amend ERISA Exclusion Endorsement</u> – This endorsement is used to narrow the scope of the Policy's ERISA Exclusion.
DO 1039 (Ed.02/2003)	N/A	<u>Professional Services Exclusion Endorsement</u> – This endorsement is used to exclude coverage for any Loss arising from any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the Policyholder's or any Insured's performance of or failure to perform professional or medical services for others for a fee, including specified services.
DO 1040 (Ed.02/2003)	N/A	<u>Acquisition Endorsement</u> – This endorsement is used to change the percent of the total consolidated assets of the Policyholder referenced in Section VIII., General Conditions, B. 1. (a) of the Policy to another amount.
DO 1041 (Ed.02/2003)	N/A	<u>Amend Definition of Insured Individual(s) Endorsement</u> – This endorsement delete from the definition of "Insured Individual" employees of the Policyholder who are named as defendants in any Securities Claim or employees of the Policyholder who are named and are maintained as co-defendants in any Claim with an Insured Individual.
DO 1042 (Ed.02/2003)	N/A	<u>Underwriter and IPO Laddering Exclusion</u> – This endorsement is used to exclude coverage for any Loss arising from Any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving laddering claims.
DO 1043 (Ed. 2/2003)	N/A	<u>Joint Venture Extension</u> – This endorsement is used to extend coverage for Wrongful Acts committed by Insured Individuals in their capacities as a Management Committee member of the specified Joint Venture(s); provided such services was at the direction or request of the Policyholder.
DO 1044 (Ed. 2/2003)	N/A	<u>Non Stacking of Limits Endorsement</u> – This endorsement provides that the Insureds will not receive duplicative coverage under any other policy issued by the Insurer to the Insureds that otherwise would apply.
DO 1045 (Ed. 2/2003)	N/A	<u>Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limits)</u> – This endorsement is used to increase the Policy's Limit of Liability and/or sublimit of Limit of Liability for Investigation Costs.
DO 1046 (Ed. 02/2003)	N/A	<u>Antitrust Sublimit Endorsement</u> – This endorsement is used to create a sublimit for the Insurer's liability for Loss arising from any Antitrust Claim.
DO 1047 (Ed. 0606)	N/A	<u>Notice of Claim Endorsement</u> – This endorsement is used to amend the Policy so that notice of a Claim is reported to any of the Policyholder's executive officers as that term is defined in the endorsement.
DO 1048 (Ed. 0606)	N/A	<u>Representations and Severability with Respect to Application</u> - Provides that the Policy will be nonrescindable for Side-A claims
DO 1049 (Ed. 0606)	N/A	<u>Amend Exclusion Endorsement</u> – This endorsement is used to narrow the scope of the Policy's profit, remuneration and fraudulent act exclusions.

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
DO 1050 (Ed. 0606)	N/A	<u>Delete Failure to Maintain Insurance Exclusion Endorsement</u> – This endorsement is used to delete Section IV.A.8. of the Policy.
DO 1051 (Ed. 0706)	N/A	<u>Amend Extended Reporting Period Endorsement</u> - Amend form to provide Bilateral Extended Reporting Period (ERP)- Note check state amendatory before using as amendatory may already make this change.
DO 1052 (Ed. 0806)	N/A	<u>Amend Acquisition Threshold Endorsement</u> – This endorsement is used to change the percent of the total consolidated assets of the Policyholder referenced in Section VIII., General Conditions, B. 1. (a) of the Policy to another amount.
DO 1053 (Ed. 1006)	N/A	<u>Amend Exclusion A.5. Endorsement</u> - Provides Sarbanes Oxley Section 806 Whistleblower protection via the I v. I exclusion.
DO 1054 (Ed. 1106)	N/A	<u>Run-Off Endorsement</u> - Set Run-Off options for 3 and 6 years.
CR 1002 (Ed. 1205)	N/A	<u>Amend Expense Coverage Endorsement</u> - Change limit and retention for Expense coverage - Insuring Agreement I.
CR 1001 (Ed. 1005)	N/A	<u>Amend Definition of Employment Benefit Plan Endorsement</u> - To schedule employee benefit plans pursuant to the form.
CR 1003 (Ed. 0606)	N/A	<u>Joint Payee Endorsement</u> – Joint Payee Endorsement
EP 1005 (Ed. 6/2003)	N/A	<u>Continuity Endorsement</u> - This endorsement is used to specify the terms under which the Insureds are offered continuity of coverage.
EP 1008 (Ed. 6/2003)	N/A	<u>Sublimit of Liability for Third Party Claims Endorsement</u> —This endorsement is used to create a sub-limit for Third-Party Claims.
EP 1009 (Ed. 0603)	N/A	<u>Run-Off Endorsement</u> —This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured involving any fact, circumstance, situation, transaction, or Wrongful Act occurring on or after the date specified in the endorsement.
EP 1010 (Ed. 6/2003)	N/A	<u>Run-Off Endorsement</u> —This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured involving any fact, circumstance, situation, transaction, or Wrongful Act occurring on or after the date specified in the endorsement.
EP 1011 (Ed. 6/2003)	N/A	<u>Separate Retention for Third Party Claims Endorsement</u> —This endorsement is used to set a separate Retention for Third-Party Claims.
EP 1012 (Ed. 0606)	N/A	<u>Amend Exclusions Endorsement</u> —This endorsement is used to delete Exclusion IV. A. 10. pertaining to competition, monopolistic practices and price fixing.
EP 1013 (Ed. 0606)	N/A	<u>Amend Exclusion Endorsement</u> —This endorsement is used to amend Section IV. A. 8. by narrowing the scope of the exclusion.
EP 1014 (Ed. 0606)	N/A	<u>Amend Extended Reporting Period Endorsement</u> - Amend form to provide Bilateral Extended Reporting Period (ERP)- Note check state amendatory before using as amendatory may already make this change.
EP 1015 (Ed. 0606)	N/A	<u>Amend Bodily Injury/Property Damage Exclusion Endorsement</u> —This endorsement is used to narrow the scope of Section IV., Exclusions, A. 8.
EP 1016 (Ed. 0606)	N/A	<u>Amend Exclusion Endorsement</u> —This endorsement is used to narrow the scope of the Policy’s profit, remuneration and fraudulent act exclusions.
EP 1017 (Ed. 0606)	N/A	<u>Amend Definition of Application Endorsement</u> —This endorsement is used to limit the definition of “Application”.
EP 1018 (Ed. 0606)	N/A	<u>Notice of Claim Endorsement</u> — This endorsement is used to amend the Policy so that notice of a Claim is reported to any of the Policyholder’s executive officers as that term is defined in the endorsement.
EP 1019 (Ed. 07/05)	N/A	<u>Amended Exclusion Endorsement</u> —This endorsement is used to amend the Section IV. A. 1. , Exclusions to limit it to Loss under any other policy of insurance that includes coverage for any Wrongful Employment Act or Wrongful Third Party Act.
EP 1020 (Ed. 0606)	N/A	<u>Amend Acquisition Threshold Endorsement</u> —This endorsement is used to change the percent of the total consolidated assets of the Policyholder referenced in Section VIII., General Conditions, A. 1. (a) of the Policy.
EP 1021 (Ed. 0606)	N/A	<u>Pre-Approved Counsel Endorsement</u> —This endorsement is used to confirm the Insurer’s approval of the defense counsel designated in the endorsement.

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
EP 1022 (Ed. 0706)	N/A	<u>Bordereau Reporting of Claims Endorsement</u> – This endorsement is used to amend the Policy’s claim reporting requirements to permit notice of claim by bordereau.
EP 1023 (Ed. 0106)	N/A	<u>Amend Defense and Settlement Endorsement</u> —This endorsement is used to change when the Insurer’s consent to settle a claim is required.
EP 1024 (Ed. 05/06)	N/A	<u>Pending and Prior Claims Exclusion Endorsement</u> —This endorsement is used to exclude coverage for any Claim made against any Insured based upon, arising from, or attributable to any Wrongful Act occurring prior to the date specified in the endorsement, or for any Interrelated Wrongful Acts.
EP 1025 (Ed. 0107)	N/A	<u>Amend Contractual Exclusion</u> —This endorsement is used to exclude coverage for any Loss including Defense Costs arising from any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the actual or alleged liability of an Insured pursuant to a contract or agreement.
FL 1001 (Ed. 2/2003)	N/A	<u>Entity Coverage Exclusion</u> – This endorsement is used to exclude coverage for Loss arising from any Claim made against the Policyholder and any Wrongful Act actually or allegedly committed by the Policyholder.
FL 1003 (Ed. 2/2003)	N/A	<u>Continuity Endorsement</u> – This endorsement is used to specify the terms under which the Insureds are offered continuity of coverage.
FL 1004 (Ed. 2/2003)	N/A	<u>Pending and Prior Claims Exclusion (For Increased Limits)</u> – This endorsement excludes coverage for Loss arising from any Claim made against any Insured based upon, arising from, or attributable to any Wrongful Act occurring prior to the date specified in the endorsement, or for any Interrelated Wrongful Acts and it applies to the limits specified in the endorsement.
FL 1005 (Ed. 2/2003)	N/A	<u>Run-Off Endorsement</u> – This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured involving any fact, circumstance, situation, transaction, or Wrongful Act occurring on or after the date specified in the endorsement.
FL 1006 (Ed. 0203)	N/A	<u>Amend Acquisition Provisions Endorsement</u> – This endorsement is used to change the percent of the total consolidated assets of the Policyholder referenced in Section VIII., General Conditions, A. 1. (a) of the Policy.
FL 1007 (Ed. 0405)	N/A	<u>HIPAA Endorsement</u> – This endorsement is used to amend the Policy so that coverage is provided for HIPAA Wrongful Acts.
FL 1008 (Ed. 0606)	N/A	<u>Notice of Claim Endorsement</u> – This endorsement is used to amend the Policy so that notice of a Claim is reported to any of the Policyholder’s executive officers as that term is defined in the endorsement.
FL 1009 (Ed. 0606)	N/A	<u>Amend Exclusion Endorsement</u> – This endorsement is used to amend Section IV. A. 4. by narrowing the scope of the exclusion.
FL 1010 (Ed. 0606)	N/A	<u>Representations and Severability With Respect to Application (Amended) Endorsement</u> –This endorsement amends Section VIII. B. so that a written Application for coverage shall be construed as a separate Application for coverage by each Insured.
FL 1011 (Ed. 0606)	N/A	<u>Separate Retention for Securities Claims Endorsement</u> –This endorsement creates a separate retention for securities claims.
FL 1012 (Ed. 0806)	N/A	<u>No Retention for Non-Indemnifiable Claims Endorsement</u> – This endorsement amends the policy so that there is no retention for non-indemnifiable claims.
FL 1013 (Ed. 0606)	N/A	<u>Order of Payments Endorsement</u> – This endorsement amends the Policy to clarify the Insurer’s duties in the event of Loss arising from a covered Claim for which payment is due.
FL 1014 (Ed. 0606)	N/A	<u>ESOP Retention Endorsement</u> – This endorsement is used to set a retention for Claims based upon, arising from, or attributable to any Wrongful Acts as respects the ESOP or any Claims involving an ESOP.
FL 1015 (12/05)	N/A	<u>Amend Extended Reporting Period Endorsement</u> – This endorsement is used to amend the Extended Reporting Period so that it applies if the Parent Company chooses not to renew the Policy.
FL 1016 (Ed. 11/05)	N/A	<u>Amend Settlement Clause Endorsement</u> – This endorsement amends Section V.C. so that the Insurer is liable for an additional seventy percent of the amount for which the Insurer could have settled the Claim if the Insured unreasonably refuses to consent to such settlement.

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
FL 1017 (Ed. 11/05)	N/A	<u>Territory Endorsement</u> – This endorsement narrows the scope of Section VIII.E. so that the Policy only applies to Claims brought in the United State of America and only for Wrongful Acts actually or allegedly occurring in the United States of America.
FL 1018 (Ed. 07/06)	N/A	<u>Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limit)</u> – This endorsement excludes coverage for Loss arising from any Claim made against any Insured based upon, arising from, or attributable to any Wrongful Act occurring prior to the date specified in the endorsement, or for any Interrelated Wrongful Acts and it applies to the limits specified in the endorsement.
FL 1019 (Ed. 08/06)	N/A	<u>Amend Definition of Plan Endorsement</u> – This endorsement is used to broaden to the definition of “Plan(s)”.
LM 1797 (Ed. 04/07)	N/A	<u>Retroactive Date Endorsement</u> - Exclude Claims involving any act, error or omission in the performance of Legal Services prior to a specific date
LM 1800 (Ed. 05/07)	N/A	<u>Amend Optional Extended Reporting Period</u> -Add a two year option to the Optional ERP and amend Item 5. of the Declarations
NP 1001 (Ed. 06/04)	N/A	<u>Continuity Endorsement</u> – This endorsement is used to specify the terms under which the Insureds are offered continuity of coverage.
NP 1002 (Ed. 06/04)	N/A	<u>Retention Endorsement</u> –This endorsement is used to amend Item 4. of the Declarations.
NP 1003 (Ed. 06/04)	N/A	<u>Abuse Exclusion</u> –This endorsement is used to exclude coverage for any Claim made against any Insured based upon, arising from, attributable to, or in any way related to, directly or indirectly, in whole or in part, the sexual abuse of a minor or adult, including but not limited to, any assault or battery.
NP 1004 (Ed. 06/04)	N/A	<u>Pending and Prior Claims Date for Wrongful Employment Claims Endorsement</u> —This endorsement is used to exclude coverage for Loss arising from any Claim for a Wrongful Employment Act pending or made prior to the date specified in Item 6. of the Declarations.
NP 1005 (Ed. 06/04)	N/A	<u>Pending and Prior Claims Date for Wrongful Personal and Publisher’s Acts Claims Endorsement</u> —This endorsement is used to exclude coverage for Loss arising from any Claim for a Wrongful Personal and Publisher’s Act pending or prior to the date specified in Item 6. of the Declarations.
NP 1006 (Ed. 05/06)	N/A	<u>Employment Practices Exclusion</u> —This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured(s) based upon, arising from, or attributable to any Wrongful Employment Act(s).
NP 1007 (Ed. 10/2001)	N/A	<u>Third Party Claims Exclusion</u> —This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured(s) based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any Wrongful Third Party Act(s).
NP 1012 (Ed. 06/04)	N/A	<u>Wrongful Personal and Publisher’s Acts Exclusion</u> —This endorsement is used to exclude coverage for “Wrongful Personal and Publisher’s Acts”.
NP 1013 (Ed. 06/04)	N/A	<u>Antitrust – Unfair Trade Practices Exclusion</u> —This endorsement is used to exclude coverage for Loss arising from any Claim made against Insured(s) for antitrust activities.
NP 1015 (Ed. 06/04)	N/A	<u>Broadcasting, Advertising, Publishing Exclusion Endorsement</u> —This endorsement is used to exclude Claims alleging, based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving broadcasting, advertising, or publishing.
NP 1016 (Ed. 06/04)	N/A	<u>Outside Directorship Coverage</u> —This endorsement is used to amend the Policy to provide coverage for Wrongful Acts committed or attempted by the persons identified in the endorsement while acting in an Outside Position.
NP 1017 (Ed. 06/06)	N/A	<u>Entity Wrongful Personal and Publisher’s Acts Exclusion</u> —This endorsement is used to exclude coverage for Loss arising from any Claim made against the Policyholder, or any Insured that is not a natural person, arising out of any Wrongful Personal and Publisher’s Acts.
NP 1018 (Ed. 06/06)	N/A	<u>Retention Endorsement</u> —This endorsement provides a Retention applicable to the Policyholder.

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
NP 1019 (Ed. 0606)	N/A	<u>Sublimit of Liability For Wrongful Third Party Acts Endorsement</u> —This endorsement is used to create a sub-limit of the Insurer’s maximum aggregate Limit of Liability for Wrongful Third Party Claims.
NP 1020 (Ed. 0606)	N/A	<u>Counseling Exclusion Endorsement</u> —This endorsement is used to exclude coverage for Loss in connection with any Claim made against any Insured(s) alleging, arising out of, based upon or attributable to the Policyholder’s or any Insured’s performance of or failure to perform counseling services as further specified in the endorsement.
NP 1021 (Ed. 0606)	N/A	<u>Amend Bodily Injury/Property Damage Exclusion Endorsement</u> —This endorsement is used to broaden the scope of Section IV., Exclusions, A. 7.
NP 1022 (Ed. 09/05)	N/A	<u>Sponsor/Developer Exclusion</u> —This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured(s) by a sponsor or developer.
NP 1023 (Ed. 0606)	N/A	<u>Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limits)</u> — This endorsement is used to increase the Policy’s Limit of Liability and/or sublimit of Limit of Liability for Investigation Costs.
NP 1027 (Ed. 1006)	N/A	<u>Outside Directorship Coverage Endorsement</u> —Blanket ODL for Non-Profit
PV 1002 (Ed. 0903)	N/A	<u>Corporate General Partner Coverage Endorsement</u> – This endorsement is used to amend Section I., (A) so that the term “Wrongful Act” includes any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by the Policyholder in its capacity as a general partner of a limited partnership designated in the endorsement.
PV 1004 (Ed. 0407)	N/A	<u>Run-Off Endorsement</u> – This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured involving any fact, circumstance, situation, transaction, or Wrongful Act occurring on or after the date specified in the endorsement.
PV 1005 (Ed. 0903)	N/A	<u>Run-Off Endorsement</u> – This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured involving any fact, circumstance, situation, transaction, or Wrongful Act occurring on or after the date specified in the endorsement.
PV 1006 (Ed. 0903)	N/A	<u>Discriminatory Practices Exclusion</u> – This endorsement is used to exclude coverage for any Loss arising out of any Claim or Third Party Claim made against any Insured based upon, arising from or attributable to any actual or alleged discrimination with respect to housing, real estate, lending, securities brokerage activities, banking, investment banking, insurance or other financial products or services.
PV 1007 (Ed. 0903)	N/A	<u>Entity Antitrust Exclusion</u> – This endorsement is used to exclude coverage for Loss arising from any Claim made against the Policyholder for any actual or alleged violation of any federal, state or local law whether statutory, regulatory or common law with respect to antitrust activities.
PV 1008 (Ed. 0903)	N/A	<u>Modified Regulatory Exclusion</u> – This endorsement is used to exclude coverage, with specified exceptions, for Loss arising from any Claim made against any Insured based upon, arising from, or attributable to any local, state or federal administrative or regulatory statute, code, rule or regulation or procedure as well as any Claim brought by any local, state or federal governmental body.
PV 1009 (Ed. 0903)	N/A	<u>IRA / Keogh Endorsement</u> – This endorsement is used to amend the definition of “Wrongful Act” to include IRA/Keogh Wrongful Acts.
PV 1010 (Ed. 0903)	N/A	<u>IRA / Keogh Endorsement</u> – This endorsement is used to amend the definition of “Wrongful Act” to include IRA/Keogh Wrongful Acts.
PV 1011 (Ed. 0903)	N/A	<u>Sublimit of Liability For Third Party Claims Endorsement</u> – This endorsement is used to create a sublimit for Third-Party Claims.
PV 1013 (Ed. 0903)	N/A	<u>Continuity Endorsement</u> – This endorsement is used to specify the terms under which the Insureds are offered continuity of coverage.
PV 1014 (Ed. 0903)	N/A	<u>Amend Bodily Injury / Property Damage Exclusion Endorsement</u> – This endorsement is used to narrow the scope of Section IV., Exclusions, A. 3.
PV 1015 (Ed. 0903)	N/A	<u>Sublimit of Liability for Employment Practices Claims Endorsement</u> – This endorsement is used to create a sublimit for Employment Practices Claims.

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
PV 1016 (Ed. 0903)	N/A	<u>Separate Retention for Third Party Claims Endorsement</u> – This endorsement is used to create a separate retention for Third Party Claims.
PV 1017 (Ed. 0903)	N/A	<u>Sublimit of Liability and Subretention for Third Party Claims Endorsement</u> – This endorsement is used to create a sublimit and subretention for Third Party Claims.
PV 1018 (Ed. 0903)	N/A	<u>FDA Exclusion</u> – This endorsement is used to exclude coverage for any Claim or notice of circumstances provided to the Insurer based upon, arising from, or attributable to the FDA.
PV 1019 (Ed. 0903)	N/A	<u>Limited Partnership</u> – Provides coverage for natural person and entity general partners of a limited partnership. Also, provides entity coverage to the limited partnership. Note the fill-in at the end. Due to the entity coverage on Privatus this is a broad endorsement. Please consult product manager before using.
PV 1021 (Ed. 0903)	N/A	<u>Pre-Approved Counsel Endorsement</u> – This endorsement is used to confirm the Insurer’s approval of the defense counsel designated in the endorsement.
PV 1022 (Ed. 1005)	N/A	<u>Sublimit of Liability for Fiduciary Liability Endorsement</u> – This endorsement is used to create a sublimit for fiduciary liability.
PV 1024 (Ed. 11/2002)	N/A	<u>Franchise Exclusion</u> – This endorsement is used to exclude coverage for any Claim brought by a franchisee of the Policyholder, or any Claim based upon, arising from or attributable to liabilities arising out of a franchisee agreement or the selling of franchises or franchising operations.
PV 1025 (Ed. 12/02)	N/A	<u>Add Insuring Agreement (C) Midterm Endorsement</u> – This endorsement is used to amend Insuring Agreement (C) to provide the Insureds with coverage after a specified date.
PV 1026 (Ed. 0606)	N/A	<u>Separate Limit Endorsement</u> – This endorsement provides a separate limit of liability for coverages as specified in the endorsement with a maximum aggregate limit of liability for all coverages combined.
PV 1027 (Ed. 03/2005)	N/A	<u>Employment Practices Exclusion</u> – This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured(s) based upon, arising from, or attributable to any Wrongful Employment Act(s).
PV 1028 (Ed. 1106)	N/A	<u>Amend Exclusion Endorsement</u> – This endorsement is used to narrow the scope of the Policy’s profit, remuneration and fraudulent act exclusions.
PV 1029 (Ed. 0806)	N/A	<u>HIPAA Endorsement</u> – This endorsement is used to amend the Policy to provide specified coverage for HIPAA Wrongful Acts.
PV 1030 (Ed. 0606)	N/A	<u>Amend Settlement Clause Endorsement</u> – This endorsement is used to change when the Insurer’s consent to settle a Claim is required.
PV 1031 (Ed. 0606)	N/A	<u>Amend Pollution Exclusion Endorsement</u> – This endorsement is used to broaden the scope of Section IV.A.4. of this Policy.
PV 1032 (Ed. 05/06)	N/A	<u>Priority of Payments Endorsement</u> – This endorsement is used to specify the prioritization of payments of Loss arising from Claims for which a payment is due under the provisions of this Policy.
PV 1033 (Ed. 0606)	N/A	<u>Amend Acquisition Threshold Endorsement</u> – This endorsement is used to change the percent of the total consolidated assets of the Policyholder referenced in Section VIII.A.1.
PV 1034 (Ed. 0606)	N/A	<u>Increased Limit Endorsement and Pending and Prior Claims Exclusion (For Increased Limits)</u> – This endorsement is used to increase the Policy’s Limit of Liability and or sublimit of Limit of Liability for Internal Revenue Service fines, penalties and sanctions.
PV 1035 (Ed. 04/06)	N/A	<u>Amend Exclusions Endorsement</u> – This endorsement is used to delete Exclusion IV.D.7. pertaining to competition, monopolistic practices and price fixing.
PV 1036 (Ed. 12/05)	N/A	<u>Professional Errors and Omissions Exclusion (Modified)</u> – This endorsement is used to exclude coverage for any Loss in connection with any Claim made against any Insured alleging, arising out of, based upon or attributable to the Policyholder’s or any Insured’s performance of or failure to perform professional services or medical services for others, or any act, error or omission relating thereto.
PV 1037 (Ed. 12/05)	N/A	<u>Insured vs. Insured Exclusion (Amended)</u> – This endorsement is used to amend Section IV.B.1.e. by narrowing the scope of the exclusion.

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
PV 1038 (Ed. 0606)	N/A	<u>Representations and Severability With Respect to Application (Amended)</u> – This endorsement provides that coverage under Insuring Agreement (A) will not be rescindable with respect to an Insured Individual as further specified in the endorsement.
PV 1039 (Ed. 11/05)	N/A	<u>Non-Rescission Endorsement</u> – This endorsement provides terms under which the Policy is nonrescindable.
PV 1040 (Ed. 03/06)	N/A	<u>Retention for Antitrust Claims Endorsement</u> – This endorsement provides a Retention applicable to Antitrust Claims.
PV 1041 (Ed. 01/06)	N/A	<u>ESOP Retention Endorsement</u> – This endorsement provides a Retention applicable to ESOP Claims.
PV 1042 (Ed. 03/06)	N/A	<u>Retention For Regulatory Claims Endorsement</u> – This endorsement provides a Retention applicable to Regulatory Claims.
PV 1043 (Ed. 05/06)	N/A	<u>Policy Correction Endorsement</u> – This endorsement is used to correct a typographical error in Section III.A.7.a.(iii) of this Policy.
PV 1044 (Ed. 05/06)	N/A	<u>Errors and Omissions Exclusion</u> – This endorsement amends the exclusion applicable to the Policyholder’s errors and omissions by providing that the exclusion shall not apply to a Claim brought by a Shareholder of the Policyholder alleging the failure of the Policyholder to supervise those who perform or fail to perform services.
SE 1025 (Ed. 0506)	N/A	<u>Policy Period Extension Endorsement</u> – Extend Policy Period for additional premium, fully earn additional premium.
SE 1026 (Ed. 0606)	N/A	<u>Payments Endorsement</u> – To recognize payment by the Insureds in satisfying the underlying limit, insolvency and bad faith wording.
SE 1027 (Ed. 0606)	N/A	<u>Pending and Prior Claims Exclusion (For Increased Limits)</u> – Step up pending and prior claims date for specific layer of coverage.
SE 1028 (Ed. 0606)	N/A	<u>Insured Payment Endorsement</u> – Recognize insured payment when made with Axis' consent.
SE 1030 (Ed. 1106)	N/A	<u>Follow Underlying Endorsement</u> – Follow a specific endorsement of an underlying policy.
SE 1033 (Ed. 0307)	N/A	<u>Prior Notice Exclusion</u> – Prior notice exclusion with "same or similar type of coverage" wording
SE 1015 (Ed. 0407)	N/A	<u>Knowledge Exclusion</u> – Knowledge Exclusion - also called an inverted warranty.
MU 1001 (Ed. 2/2003)	DO, EP,FL,NP, PV,SE	<u>Amend Definition of “Policyholder” Endorsement</u> – This endorsement is used to amend the definition of “Policyholder” to include the entity specified in the endorsement.
MU 1002 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Entity Sub-Limit of Liability Endorsement</u> –This endorsement is used to set a sub-limit of the Insurer’s maximum aggregate limit of liability for Claims against the Policyholder.
MU 1003 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Pending and Prior Claims Exclusion – Entity (For Increased Limits)</u> — This endorsement excludes coverage for Loss arising from any Claim made against any Insured based upon, arising from, or attributable to any Wrongful Act occurring prior to the date specified in the endorsement, or for any Interrelated Wrongful Acts and it applies to the limits specified in the endorsement.
MU 1009 (Ed. 05/06)	DO, EP,FL,NP, PV	<u>Professional Errors and Omissions Exclusion</u> – This endorsement is used to exclude coverage for any Loss in connection with any Claim made against any Insured alleging, arising out of, based upon or attributable to the Policyholder’s or any Insured’s performance of or failure to perform professional services, legal services or medical services for others, or any act, error or omission relating thereto.
MU 1010 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Entity Retention Endorsement</u> – This endorsement provides a Retention applicable to the Policyholder.
MU 1012 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Specific Litigation Exclusion</u> — This endorsement is used to exclude coverage for any Claim or notice of circumstances provided to the Insurer based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the specific litigation identified in the endorsement.
MU 1013 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Tie In Limits Endorsement</u> — This endorsement is used to specify that the policies named in the endorsement share a Limit of Liability.

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
MU 1014 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Family Claims Exclusion</u> — This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured, by or on behalf of or in the name or right of family members designated within the endorsement.
MU 1015 (Ed. 2/2003)	DO,NP,PV	<u>Amend Definition of “Policyholder” Endorsement</u> —This endorsement is used to amend the definition of “Policyholder” to include the Additional Insureds named in the endorsement.
MU 1016 (Ed. 2/2003)	DO, EP,FL,NP, PV,SE	<u>Amend Item 1. of the Declarations Endorsement</u> – This endorsement is used to amend the address in Item 1. of the Declarations.
MU 1017 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Specific Entity Exclusion</u> — This endorsement is used to exclude coverage for a Claim brought by or on behalf of or in the name or right of an entity specified in the endorsement.
MU 1018 (Ed. 2/2003)	DO, EP,FL,NP, PV,SE	<u>Amend Item 1. of the Declarations Endorsement</u> – This endorsement is used to amend Item 1. of the Declarations.
MU 1019 (Ed. 2/2003)	DO, EP,FL,NP, PV,SE	<u>Amend Item 2. of the Declarations Endorsement</u> – This endorsement is used to amend Item 2. of the Declarations.
MU 1020 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Product Exclusion</u> —This endorsement is used to exclude coverage for Loss from any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the manufacture, sale, distribution, supply, handling, installation, alteration, improvement, modification, maintenance, repair, disposal of any goods, products, materials, parts or equipment by the Insured.
MU 1021 (Ed. 2/2003)	DO,NP,PV	<u>Regulatory Exclusion</u> – This endorsement is used to exclude coverage for Loss in connection with any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any violation of local, state, or federal administrative or regulatory statute, code, rule or regulation brought by any local, state or federal government body and/or agency or subdivision.
MU 1022 (Ed. 2/2003)	DO,PV	<u>Professional Errors and Omissions Exclusion</u> – This endorsement is used to exclude coverage for any Loss in connection with any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the Policyholder’s or any Insured’s performance of or failure to perform professional services, including the services specified in the endorsement.
MU 1023 (Ed. 2/2002)	DO,PV	<u>Professional Errors and Omissions Exclusion (Modified)</u> – This endorsement is used to exclude coverage, with a specified exception, for any Loss in connection with any Claim made against any Insured based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the Policyholder’s or any Insured’s performance of or failure to perform professional services.
MU 1024 (Ed. 2/2003)	DO,PV	<u>Major Securities Holder Exclusion</u> – This endorsement is used to exclude coverage for Loss arising from any Claims made against any Insured brought by or on behalf of a major securities holder as specified in the endorsement.
MU 1025 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Amend Definition of Insured Individual</u> – This endorsement is used to amend the definition of “Insured Individual” to include the person specified in the endorsement.
MU 1026 (Ed. 2/2003)	FL, PV	<u>Amend Definition of Plan Endorsement</u> – This endorsement is used to amend the definition of “Plan” to include a specified ESOP.
MU 1027 (Ed. 2/2003)	DO, EP,FL,NP, PV,SE	<u>Non Stacking of Limits Endorsement</u> – This endorsement provides that the Insureds will not receive duplicative coverage under any other policy issued by the Insurer to the Insureds that otherwise would apply.
MU 1028 (Ed. 2/2003)	DO, EP,NP, PV,SE	<u>Abuse and Sexual Misconduct Exclusion</u> – This endorsement is used to exclude coverage for loss from any Claim in any way involving abuse, Sexual Misconduct by an Insured, or Sexual Misconduct committed against a person in the care or custody of an Insured or for whom an Insured is otherwise responsible.
MU 1029 (Ed. 2/2003)	DO, EP,FL,NP, PV,SE	<u>Correct Declarations Page Endorsement</u> – This endorsement is used to effect a change to an Item in the Declarations due to a clerical error that occurred when the Policy was issued.
MU 1030 (Ed. 2/2003)	DO, EP,FL,NP, PV,SE	<u>Medical Services Exclusion</u> – This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured for rendering or failure to render professional services in connection with the Insured’s business as a provider of medical services or medical related services.

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
MU 1031 (Ed. 2/2003)	DO, EP,FL,NP, PV,SE	<u>Insurance Exclusion</u> —This endorsement is used to exclude coverage for Loss arising from any Claim made against any Insured for failure of an Insured to obtain, effect or maintain insurance or to comply with the terms of any insurance agreement.
MU 1032 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Manuscript Application Endorsement</u> – This endorsement provides that the Insurer will accept an application or proposal of another insurer as designated in the endorsement as the Application for this Policy.
MU 1033 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Policy Period Extension Endorsement</u> – This endorsement is used to extend the Policy Period to the date specified in the endorsement.
MU 1034 (Ed. 2/2003)	DO, EP,FL,NP, PV,SE	<u>Specific Individual Exclusion</u> – This endorsement is used to exclude coverage for any Claim made against any Insured brought by or on behalf of or in the name or right of the individual specified in the endorsement.
MU 1035 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Extended Reporting Period Endorsement</u> – This endorsement is used to effectuate the purchase of the Extended Reporting Period.
MU 1036 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Insurance Exclusion</u> – This endorsement is used to exclude coverage for Loss in connection with any Claim made against any of the Insureds based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving an “Insurance Contract” as that term is defined in the endorsement.
MU 1037 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Amend Definition of Subsidiary Endorsement</u> — This endorsement is used to amend the definition of “subsidiary” endorsement to include the entity specified in the endorsement.
MU 1038 (Ed. 2/2003)	EP,PV	<u>Multiple Party Claim Retention Endorsement</u> – This endorsement is used to set a retention for Multiple Party Claims.
MU 1039 (Ed. 2/2003)	DO, EP,NP, PV	<u>Educators Exclusion</u> —This endorsement is used to exclude coverage for Loss arising from any Claim made against an Insured based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving the rendering or failure to render professional services in connection with an Insured’s business or services as an educator.
MU 1040 (Ed. 2/2003)	DO, EP,NP, PV	<u>Prior Acts Exclusion</u> —This endorsement is used to exclude coverage for any Wrongful Act actually or allegedly occurring prior to the date specified in the endorsement, or for any Interrelated Wrongful Acts.
MU 1041 (Ed. 2/2003)	EP, PV	<u>Reorganization, Downsizing and Facility Closing Exclusion</u> – This endorsement is used to exclude Claims based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving any liability arising out of a Wrongful Act which takes places after a Policyholder reorganizes, downsizes an operations, or closes one or more plants or places of business operation.
MU 1042 (Ed. 2/2003)	DO,NP, PV	<u>Broadcasting, Advertising, Publishing Exclusion Endorsement</u> - This endorsement is used to exclude Claims alleging, based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving broadcasting, advertising, publishing and related activities.
MU 1043 (Ed. 2/2003)	DO, EP,FL,NP, PV	<u>Securities Exclusion</u> —This endorsement is used to exclude Claims based upon, arising out of, directly or indirectly resulting from in consequence of, or in any way involving any actual or alleged violation of securities’ laws.
MU 1044 (Ed. 2/2003)	FL	<u>Scheduled Administrator</u> – This endorsement is used to amend the definition of Administrator to include the specified entity.
MU 1051 (Ed. 0606)	DO, EP,FL,NP, PV	<u>Prior and Pending Claims Endorsement</u> —This endorsement is used to exclude coverage for any Claim made against any Insured based upon, arising from, or attributable to any Wrongful Act occurring prior to the date specified in the endorsement, or for any Interrelated Wrongful Acts.
MU 1052 (Ed. 0606)	DO, EP,FL,NP, PV,SE	<u>Broker Commission Endorsement</u> – This endorsement is used to amend the Declarations to state the commission percentage paid to the Broker.
MU 1053 (Ed. 0606)	DO, EP,FL,NP, PV,SE	<u>Delete Specified Endorsement</u> – This endorsement is used to amend the Policy to delete a specified endorsement in its entirety.
MU 1054 (Ed. 0606)	DO, EP,FL,NP, PV	<u>Creditor/Debtor Exclusion Endorsement</u> —This endorsement is used to exclude coverage for any Claim brought or made by or on behalf of or in the name of any creditor, debtor, lender, mortgage holder, debt holder, lien holder, receiver, or bankruptcy trustee of the Policyholder.

FORM NO.	If MULTI-USE (MU), COMPATIBLE FORMS	FORM TITLE & DESCRIPTION
MU 1055 (Ed. 0606)	DO, EP,FL,NP, PV	<u>Payments Exclusion</u> - Commissions, gratuities, political contributions exclusion
MU 1056 (Ed. 0606)	DO, EP,FL,NP, PV	<u>Pre-Approved Counsel Endorsement</u> – This endorsement is used to confirm the Insurer’s approval of the defense counsel designated in the endorsement.
MU 1057 (Ed. 04/06)	DO, EP,FL,NP, PV	<u>Amend Definition of Subsidiary Endorsement</u> —This endorsement is used to amend the definition of “subsidiary” to include the designated entity.
MU 1058 (Ed. 05/06)	DO, EP,FL,NP, PV	<u>Knowledge Exclusion</u> —This endorsement is used to exclude coverage for any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving knowledge of any fact, circumstance, situation, transaction, or event that might give rise to a Claim.
MU 1059 (Ed. 10/06)	DO, EP,FL,NP, PV	<u>Knowledge Exclusion</u> —This endorsement is used to exclude coverage for any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving knowledge of any fact, circumstance, situation, transaction, or event might give rise to a Claim.
MU 1061 (Ed. 1106)	DO, EP,FL,NP, PV	<u>Trade Laws Endorsement</u> —This endorsement is used to clarify that the payment of Loss shall only be made in full compliance with all U.S. trade laws or regulations.

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

ARKANSAS AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PRIVATUS

(INCLUDING DIRECTORS, OFFICERS AND CORPORATE LIABILITY, EMPLOYMENT PRACTICES LIABILITY, FIDUCIARY LIABILITY AND OUTSIDE EXECUTIVE LIABILITY INSURANCE)

1. The phrase "Extended Reporting Period," wherever it appears in Section I., INSURING AGREEMENTS shall be deemed to include "Automatic Extended Reporting Period."
2. Section II., COVERAGE EXTENSIONS paragraph C. Extended Reporting Period is deleted and replaced by the following:

C. Extended Reporting Period

If the Insurer or the **Parent Company** cancels or chooses not to renew this Policy, the **Policyholder** or the **Insured Individuals** shall have an automatic sixty (60) day extension of the coverage granted hereunder, but only with respect to **Wrongful Acts** occurring prior to the effective date of cancellation or nonrenewal. This period shall be referred to herein as the "Automatic Extended Reporting Period."

If the Insurer or the **Parent Company** cancels or chooses not to renew this Policy, the **Policyholder** or the **Insured Individuals** shall also have the right, upon payment of the additional premium required by the Insurer in Item 5.(A) in the Declarations, to a one-year Extended Reporting Period following the expiration of the Automatic Extended Reporting Period, but only with respect to **Wrongful Acts** occurring prior to the effective date of cancellation or nonrenewal. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew. The premium for the Extended Reporting Period, if purchased, shall be based upon the rates and rating rules in effect at the inception of the **Policy Period**.

The Insurer will provide written notice to the **Parent Company** and its agent advising of the availability of, the premium for, and the importance of purchasing the Extended Reporting Period.

This right to elect any Extended Reporting Period shall lapse unless written notice of the length of the period being elected, together with payment of the additional premium due for the Extended Reporting Period, is given by the **Policyholder** or **Insured Individual** and is received by the Insurer within sixty (60) days following the effective date of cancellation or nonrenewal as appropriate. Coverage under the Automatic Extended Reporting Period or Extended Reporting Period shall apply only to a **Claim** that is first made against the **Policyholder** or **Insured Individual** during the Automatic Extended Reporting Period or Extended Reporting Period and any **Claim** made during the Automatic Extended Reporting Period or Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability applicable to the Automatic Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability for the immediately preceding **Policy Period**. However, the Limit

of Liability for the Extended Reporting Period shall not be less than the greater of the amount of coverage remaining in the expiring Policy aggregate or fifty percent (50%) of the Policy's Limit of Liability at the beginning of the **Policy Period** set forth in Item 2. in the Declarations.

3. Section III. DEFINITIONS, paragraph A.7.b. is amended by the addition of the following:

Punitive damages are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

4. The second paragraph of Section V. LIMITS OF LIABILITY, RETENTION, DEFENSE AND SETTLEMENT, paragraph A. Limits of Liability is deleted and replaced by the following:

The Limits of Liability for the Extended Reporting Period, if exercised, shall be part of an not in addition to the Limits of Liability for the immediately preceding **Policy Period**.

The Limits of Liability for the Extended Reporting Period shall not be less than the greater of the amount of coverage remaining in the expiring Policy aggregate or fifty percent (50%) of the Policy's Limit of Liability at the beginning of the **Policy Period** set forth in Item 2. in the Declarations.

5. Section VII., NOTICES is amended by the addition of the words "or to any authorized agent of the Insurer with specific information sufficient to identify the **Parent Company**" after the word "Declarations".

6. Section VIII., GENERAL CONDITIONS, paragraph C. Cancellation/Non-Renewal, subparagraph 2. is amended by the addition of the words "and any lienholder or loss payee named in the Policy" after the words "**Parent Company**" and by the addition of the following:

The notice shall include the reason for cancellation.

7. Section VIII., GENERAL CONDITIONS, paragraph C. Cancellation/Non-Renewal, subparagraph 4. is amended by the addition of the following:

If the Insurer cancels this Policy, the refund shall be on a pro rata basis.

8. Section VIII., GENERAL CONDITIONS, paragraph G. Subrogation is amended by the addition of the following:

Provided, however, the Insurer shall have no right to subrogation unless the **Insured** has been compensated by the Insurer, subject to the applicable Limit of Liability, for its **Loss** covered under the Policy.

9. Section VIII., GENERAL CONDITIONS, paragraph K. Alteration and Assignment of Interest is amended by the addition of the following:

Provided however, notice of a **Claim** given by or on behalf of the **Insured** to any authorized agent of the Insurer with specific information to identify the **Insured** is deemed notice of **Claim** to the Insurer.

All other provisions remain unchanged.

Authorized Representative

Date

SERFF Tracking Number: REGU-125198654 State: Arkansas
Filing Company: Axis Reinsurance Company State Tracking Number: AR-PC-07-024989
Company Tracking Number: ARC-AR-PLF-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Axis Re Professional Liability Forms Filing
Project Name/Number: /

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Amend Extended Reporting Period Endorsement	06/07/2007	DO1051-0706 Amend Extended Reporting Period.pdf
No original date	Form	Amend Extended Reporting Period Endorsement	06/07/2007	EP1014-0606 Amend Extended Reporting Period.pdf
No original date	Form	Amend Extended Reporting Period Endorsement	06/07/2007	FL1015-1205 Amend Extended Reporting Period.pdf

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXTENDED REPORTING PERIOD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section II. C. of this Policy is deleted and amended to read in its entirety as follows:

C. Extended Reporting Period

If the Insurer chooses not to renew or the **Parent Company** cancels or chooses not to renew this Policy, the **Policyholder** or the **Insured Individuals** shall have the right, upon payment of the additional premium required by the Insurer in Item 5(A) in the Declarations, to a one year Extended Reporting Period following the termination of the **Policy Period**, but only with respect to **Wrongful Acts** occurring prior to the effective date of such cancellation or nonrenewal.

The right to purchase the Extended Reporting Period shall not be available in the event of nonrenewal or cancellation of this Policy resulting from the failure to pay any premium due. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

This right to elect any Extended Reporting Period shall lapse unless written notice of the length of the period being elected, together with payment of the additional premium due, is given by the **Policyholder** or **Insured Individual** and is received by the Insurer within sixty (60) days following the effective date of cancellation or nonrenewal. Coverage under the Extended Reporting Period shall apply only to a **Claim** that is first made against the **Policyholder** or **Insured Individual** during the Extended Reporting Period, and any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability applicable to the Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXTENDED REPORTING PERIOD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section II. C. of this Policy is deleted in its entirety and amended to read as follows:

If the Insurer chooses not to renew or the **Parent Company** cancels or nonrenews this Policy, the **Policyholder** or the **Insured Individuals** shall have the right, upon payment of the additional premium required by the Insurer in Item 5(A) in the Declarations, to a one year Extended Reporting Period following the termination of the **Policy Period**, but only with respect to **Wrongful Acts** occurring prior to the effective date of such cancellation or nonrenewal.

The right to purchase the Extended Reporting Period shall not be available in the event of nonrenewal or cancellation of this Policy resulting from the failure to pay any premium due. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

This right to elect any Extended Reporting Period shall lapse unless written notice of the election, together with payment of the additional premium due, is given by the **Insured** and is received by the Insurer within sixty (60) days following the effective date of cancellation, or nonrenewal as appropriate. Coverage under the Extended Reporting Period shall apply only to a **Claim** that is first made against the **Insured** during the Extended Reporting Period, and any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability applicable to the Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**.

All other provisions remain unchanged.

Authorized Representative

Date

Endorsement No. _____

Effective date of this endorsement: 12:01 a.m. on _____

To be attached to and form part of Policy Number: _____

Issued to: _____

By: _____

AMEND EXTENDED REPORTING PERIOD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FIDUCIARY LIABILITY INSURANCE POLICY

In consideration of the premium charged, it is agreed that Section II. C., Extended Reporting Period, of this Policy is deleted and amended to read in its entirety as follows:

C. Extended Reporting Period

If the Insurer chooses not to renew or the **Parent Company** cancels or chooses not to renew this Policy, the **Policyholder** or the **Insured Individuals** shall have the right, upon payment of the additional premium required by the Insurer in Item 5(A) in the Declarations, to a one year Extended Reporting Period following the termination of the **Policy Period**, but only with respect to **Wrongful Acts** occurring prior to the effective date of such cancellation or nonrenewal.

The right to purchase the Extended Reporting Period shall not be available in the event of nonrenewal or cancellation of this Policy resulting from the failure to pay any premium due. The offer of renewal terms, conditions or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

This right to elect any Extended Reporting Period shall lapse unless written notice of the election, together with payment of the additional premium due, is given by the **Policyholder** or **Insured Individual** and is received by the Insurer within sixty (60) days following the effective date of cancellation or nonrenewal as appropriate. Coverage under the Extended Reporting Period shall apply only to a **Claim** that is first made against the **Policyholder** or **Insured Individual** during the Extended Reporting Period, and any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. The Limit of Liability applicable to the Extended Reporting Period shall be part of, and not in addition to, the Limit of Liability for the immediately preceding **Policy Period**.

All other provisions remain unchanged.

Authorized Representative

Date